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CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. July 27, 2010

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on July 20, 2010

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 5)

1. *SUB2010-00010 -- Plat of North Elementary School Addition located north of 29th Street North and east of Seneca, extended. (District VI)

RECOMMENDED ACTION: Approve the document and plat, authorize the necessary signatures and adopt the Resolutions.

2. *SUB2010-00030 -- Plat of Habitat South Village Addition located north of 47th Street South, west of Hydraulic. (District III)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

3. *VAC2010-06-Request to vacate a portion of a railroad easement; generally located east of Rock Road, south of 37th Street North. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

4. *VAC2010-08-Request to vacate a portion of platted complete access control; generally located south of 29th Street North and the railroad right-of-way and east of I-135. (District I)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

5. *VAC2010-13-Request to vacate a portion of public street right-of-way, as placed on the Road Record; generally located between Grove and I-135 and north of the Missouri Pacific/Union Pacific Railroad right-of-way.
(District I)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Summer Jackson, Housing Member is also seated with the City Council.

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA (ITEMS 1 THROUGH 4)

1. *IASAIR - Cargo Building Lease Agreement.

RECOMMENDED ACTION: Approve the Agreement and authorize the necessary signatures.

2. *North Air Cargo Building - Change Order No. 6 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

3. *KDOT Grant Agreement - Security Gate - Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the grant application and the receipt of funds, and authorize the Director of Airports to sign all the documents related to the KDOT Grant Agreement.

4. *North Air Cargo Building - GLMV Architecture, formerly Gossen Livingston Associates - Supplemental Agreement No. 3 - Mid-Continent Airport.

RECOMMENDED ACTION: Approve Supplemental Agreement No. 3 with GMLV Architecture, and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 18A)

1. Report of Board of Bids and Contracts dated July 26, 2010.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2010</u>	<u>(Consumption on Premises)</u>
Hanh Van Bui	Saigon Oriental Restaurant, Inc.*	1103 North Broadway
<u>Renewal</u>	<u>2010</u>	<u>(Consumption off Premises)</u>
Gurinderpal Sira	Mideast Corporation dba Flying Eagle 2	6330 East 21st North
Loah H Le	KC Gas & Groceries #1	1102 West Maple
Mandeep Sira	RNM Corporation dba Flying Eagle	
Lori Cottrell	Walmart Supercenter #1507	3030 North Rock Road

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petition for Street Paving in Steve Kelley 6th Addition, south of Kellogg, west of Maize. (District IV)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Community Events - House of Schwan Employee Appreciation. (District II)

RECOMMENDED ACTION: Approve street closure.

6. Agreements/Contracts:

- a. Hold Harmless Agreement for Globe Engineering Company Inc. (District IV)
b. Cheney State Park Management Contract.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Property Acquisitions:

- a. Partial Acquisition of 1522 West 47th Street South for the 47th Street South from Meridian to Seneca Improvement Project. (District IV)
b. Partial Acquisition of 4752 South Glen for the 47th Street South from Meridian to Seneca Improvement Project. (District IV)
c. Partial Acquisition of 1508 West 47th Street South for the 47th Street South from Meridian to Seneca Improvement Project. (District IV)
d. Partial Acquisition of 4753 South Glen for the 47th Street South from Meridian to Seneca Improvement Project. (District IV)
e. Partial Acquisition of 1208 West 47th Street South for the 47th Street South from Meridian to Seneca Improvement Project. (District IV)
f. Acquisition of 1457 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project. (District V)
g. Acquisition of a Temporary Easement at 1403 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project. (District V)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

8. Minutes of Advisory Boards/Commissions

Board of Code Standards and Appeals, June 7, 2010

Historic Preservation Board, June 14, 2010

Wichita Public Library, June 15, 2010

Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boiler, May 27, 2010

RECOMMENDED ACTION: Receive and file.

9. Wichita Women's Initiative Network, Inc. (WIN) Training Project.

RECOMMENDED ACTION: Approve the Women's Initiative Network, Inc. (WIN) training services Memorandum of Agreement and authorize the necessary signatures.

10. Authorization and Notice of Intent to Issue Revenue Bonds.

RECOMMENDED ACTION: Adopt the resolution authorizing the issuance of revenue bonds.

11. LexisNexis Contract - Legal Research Data Service.

RECOMMENDED ACTION: Approve completion and submission of the LexisNexis Subscription Plan and Order Form and Subscription Plan Amendment for State/Local Government, as well as the Appropriations Amendment, and authorize necessary signatures.

12. Authorization to Submit Exemption Application - Boys and Girls Club Leasehold, 2400 Opportunity Drive.
(District I)

RECOMMENDED ACTION: Approve City participation in an application for tax exemption on the property at 2400 Opportunity Drive, leased to Boys and Girls Club of South Central Kansas, and authorize necessary signatures.

13. Nuisance Abatement Assessments (Districts I, III, IV and V)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

14. Selection of Vendor for the Computer Hardware.

RECOMMENDED ACTION: Approve the contracts and authorize the necessary signatures.

15. Selection of Vendors for Computer PC Accessories and Peripherals.

RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

16. HOME CHDO Operating Support Funding. (Districts I, III, IV, V, and VI)

RECOMMENDED ACTION: Approve the recommended allocations and the funding agreements, and authorize the necessary signatures.

17. 2010 Self-Insurance Health Insurance Program-Plan Amendment ELIG26-8.

RECOMMENDED ACTION: Approve Plan Amendment 2010 ELIG26.8 and authorize the appropriate signatures.

18. Second Reading Ordinances: (First Read July 20, 2010)
 - a. (See Attached).

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

**City of Wichita
City Council Meeting
July 27, 2010**

TO: Mayor and City Council

SUBJECT: SUB2010-00010 -- Plat of North Elementary School Addition located north of 29th Street North and east of Seneca (extended). (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: The site, consisting of one lot on 6.37 acres, is located within Wichita's city limits and is zoned SF-5 Single-family Residential.

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for paving and drainage improvements. Water and sewer services are available to serve the site.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

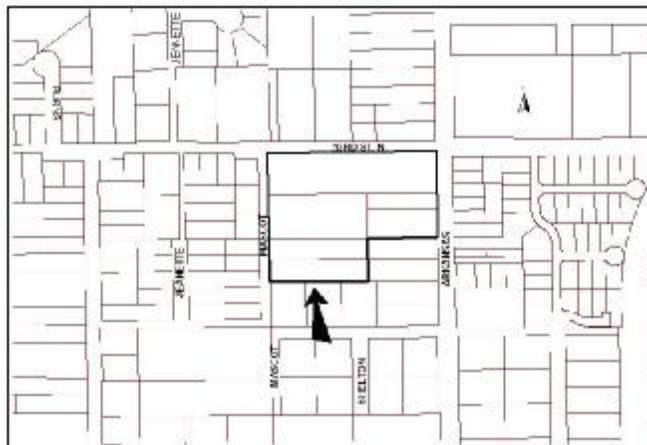
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the document and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: None.



First Published in the Wichita Eagle on July 30, 2010

RESOLUTION NO. 10-201

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER SEWER NO. 656 (NORTH OF 29TH ST. NORTH, EAST OF SENECA) 468-84678 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER SEWER NO. 656 (NORTH OF 29TH ST. NORTH, EAST OF SENECA) 468-84678 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Sewer No. 656 (north of 29th St. North, east of Seneca) 468-84678.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Two Hundred Fifty-Five Thousand Dollars (\$255,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTH ELEMENTARY SCHOOL ADDITION

Lot 1, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 27th day of July, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on July 30, 2010

RESOLUTION NO. 10-202

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON 33RD STREET NORTH FROM THE WEST LINE OF CARL BARBEE ADDITION TO THE WEST LINE OF ARKANSAS AVENUE AND ON MASCOT FROM THE SOUTH LINE OF NORTH ELEMENTARY SCHOOL ADDITION TO THE SOUTH LINE OF 33RD STREET NORTH AND THAT THERE BE CONSTRUCTED PAVEMENT ON 33RD STREET ADJACENT TO NORTH ELEMENTARY SCHOOL ADDITION TO SERVE AS A PICKUP AND DROP OFF AREA FOR THE SCHOOL. THAT THERE ALSO BE CONSTRUCTED SIDEWALK ON THE SOUTH SIDE OF 33RD STREET FROM THE WEST LINE OF ARKANSAS TO THE EAST LINE OF MASCOT (NORTH OF 29TH ST. NORTH, EAST OF SENECA) 472-84909 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON 33RD STREET NORTH FROM THE WEST LINE OF CARL BARBEE ADDITION TO THE WEST LINE OF ARKANSAS AVENUE AND ON MASCOT FROM THE SOUTH LINE OF NORTH ELEMENTARY SCHOOL ADDITION TO THE SOUTH LINE OF 33RD STREET NORTH AND THAT THERE BE CONSTRUCTED PAVEMENT ON 33RD STREET ADJACENT TO NORTH ELEMENTARY SCHOOL ADDITION TO SERVE AS A PICKUP AND DROP OFF AREA FOR THE SCHOOL. THAT THERE ALSO BE CONSTRUCTED SIDEWALK ON THE SOUTH SIDE OF 33RD STREET FROM THE WEST LINE OF ARKANSAS TO THE EAST LINE OF MASCOT (NORTH OF 29TH ST. NORTH, EAST OF SENECA) 472-84909 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on 33rd Street North from the west line of Carl Barbee Addition to the west line of Arkansas Avenue and on Mascot from the south line of North Elementary School Addition to the south line of 33rd Street North and that there be constructed pavement on 33rd Street adjacent to North Elementary School Addition to serve as a pickup and drop off area for the school. That there also be constructed sidewalk on the south side of 33rd Street from the west line of Arkansas to the east line of Mascot (north of 29th St. North, east of Seneca) 472-84909 Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Three Hundred Thirty-Eight Thousand Dollars (\$338,000) exclusive of the cost of interest on borrowed money, with 94.03 percent payable by the improvement district and 5.97 percent payable by the City-at-large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after July 1, 2010, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTH ELEMENTARY SCHOOL ADDITION

Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 27th day of July, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

CERTIFICATE


We, Unified School District #259, owner of North Elementary School Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Street Improvements
2. Storm Water Drain System

As a result of the above-mentioned petitions for improvements, lots or portions thereof within North Elementary School Addition, Wichita, Sedgwick County, Kansas, may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 5th day of April, 2010.

Unified School District #259


Barbara Fuller, President

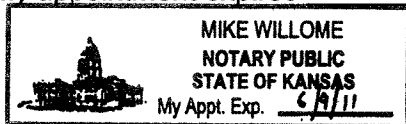
SEDGWICK COUNTY))SS
STATE OF KANSAS)

The foregoing instrument was acknowledged before me this 5th day of April, 2010, by Barbara Fuller, President of the Board of Unified School District #259.

Mike Willom Notary Public

My appointment expires

6/9/11



City of Wichita
City Council Meeting
July 27, 2010

TO: Mayor and City Council

SUBJECT: SUB2010-00030 -- Plat of Habitat South Village Addition located north of 47th Street South, west of Hydraulic. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: The site, consisting of 20 lots on 4.07 acres, is a replat of Hobbs Village Addition, Haley Village Addition and a portion of Carol Jean 2nd Addition. The site is zoned SF-5 Single-family Residential.

Analysis: Municipal services are available to serve the site. The plat includes a narrow street right-of-way with adjacent 15-foot street drainage and utility easements; therefore, a Restrictive Covenant was submitted outlining restrictions for lot-owner use of these easements. A Restrictive Covenant was also submitted to provide one (1) off-street parking space per lot that abuts a 32-foot street.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

Attachments: None.



RESTRICTIVE COVENANT

THIS DECLARATION made this 6th day of July, 2010, by Wichita Habitat for Humanity, Inc., hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Habitat South Village Addition, Wichita, Sedgwick County, Kansas.

WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed of record on the 15-foot street, drainage and utility easement.

NOW, THEREFORE, Declarant hereby declares and covenants that retaining walls, change of grade, fences, earth berms, and mass plantings shall be prohibited within the said easement. Furthermore, the Declarant hereby agrees that any planting within the said easement shall be reviewed by the City Forestry Division, prior to installation.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land, and is binding on all successors in title to all Lots, as platted in said Habitat South Village Addition, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita and/or County. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the date and year first above written.

Wichita Habitat for Humanity, Inc.

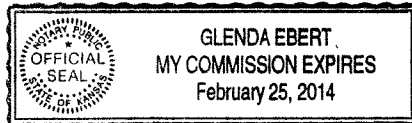
Linda Stewart
Linda Stewart, Executive Director

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

The foregoing instrument was acknowledged before me this 6th day of
July 2010, by Linda Stewart, Executive Director, Wichita

Habitat for Humanity, Inc., owner of Habitat South Village Addition, Wichita, Sedgwick County,
Kansas.

Seal or Stamp



Glenda Ebert, Notary Public
(signature of notary officer)

My appointment expires: February 25 2014.

**RESTRICTIVE COVENANT
(OFF STREET PARKING)**

THIS DECLARATION made this 6th day of July, 2010, by
Wichita Habitat for Humanity, Inc., owner of Habitat South Village Addition, Wichita,
Sedgwick County, Kansas.

WITNESSETH

WHEREAS, Declarant is owner of the following described property:

HABITAT SOUTH VILLAGE ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS.

WHEREAS, the Declarant in connection therewith desires that restrictions involving off-
street parking be placed of record.

NOW THEREFORE Declarant hereby declares and covenants that each of the following
described residential Lots shall provide one (1) off-street parking space per dwelling unit on each
Lot.

Lots 1 through 10, Block 1; Lots 1 through 10, Block 2, all in Habitat South
Village Addition, Wichita, Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a
covenant running with the land.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

Wichita Habitat for
Humanity, Inc.

Linda Stewart
Linda Stewart, Executive Director

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

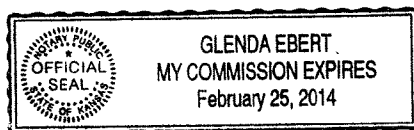
The foregoing instrument was acknowledged before me this 6th day of

July 2010, by Linda Stewart, Executive Director, Wichita

Habitat for Humanity, Inc., owner of Habitat South Village Addition, Wichita, Sedgwick

County, Kansas.

Seal or Stamp



Glenda Ebert, Notary Public
(signature of notary officer)

My appointment expires: February 25 2014.

City of Wichita
City Council Meeting
July 27, 2010

To: Mayor and City Council

Subject: VAC2010-00006 - Request to vacate a portion of a railroad easement; generally located east of Rock Road, south of 37th Street North. (District II)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting consideration to vacate a 50 foot by 16 foot portion of a platted 60-foot railroad easement, located on the west side of Lot 2, Comotara Industrial Park 2nd Addition. The easement has not been developed. The applicant proposes to place a ‘chiller’ into the described portion of the easement. The railroad easement is not referenced in the plat’s text. However, the applicant has provided a copy of the signed protective covenant that references the railroad easement’s use; “...a railroad spur track, public dock and related improvements...all of which are owned by the City of Wichita (‘City’) and are available for use by the public.” The City of Wichita has agreed to vacate the described portion of the railroad easement, with conditions; a contingent dedication of railroad easement. The applicant has provided a letter from other property owners who also signed the above referenced protective covenant agreeing to the vacation of the described portion of railroad easement, with conditions. The railroad easement has been vacated on several properties in this industrial area, either by replat (Lots 15, 16, 17 and part of 14, Comotara Industrial Park 5th Addition, were replatted into Lots 1 and 2, Mediterranean Plaza Addition, recorded on March 16, 1988) or by vacation (VAC2001-00033). The vacation will not change the conditions of the protective covenant. There are no known plans for the expansion of the Missouri Pacific Railroad tracks. There are no utilities in the easement. The Comotara Industrial Park 2nd Addition was recorded on December 15, 1977.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting and no written protests have been filed.

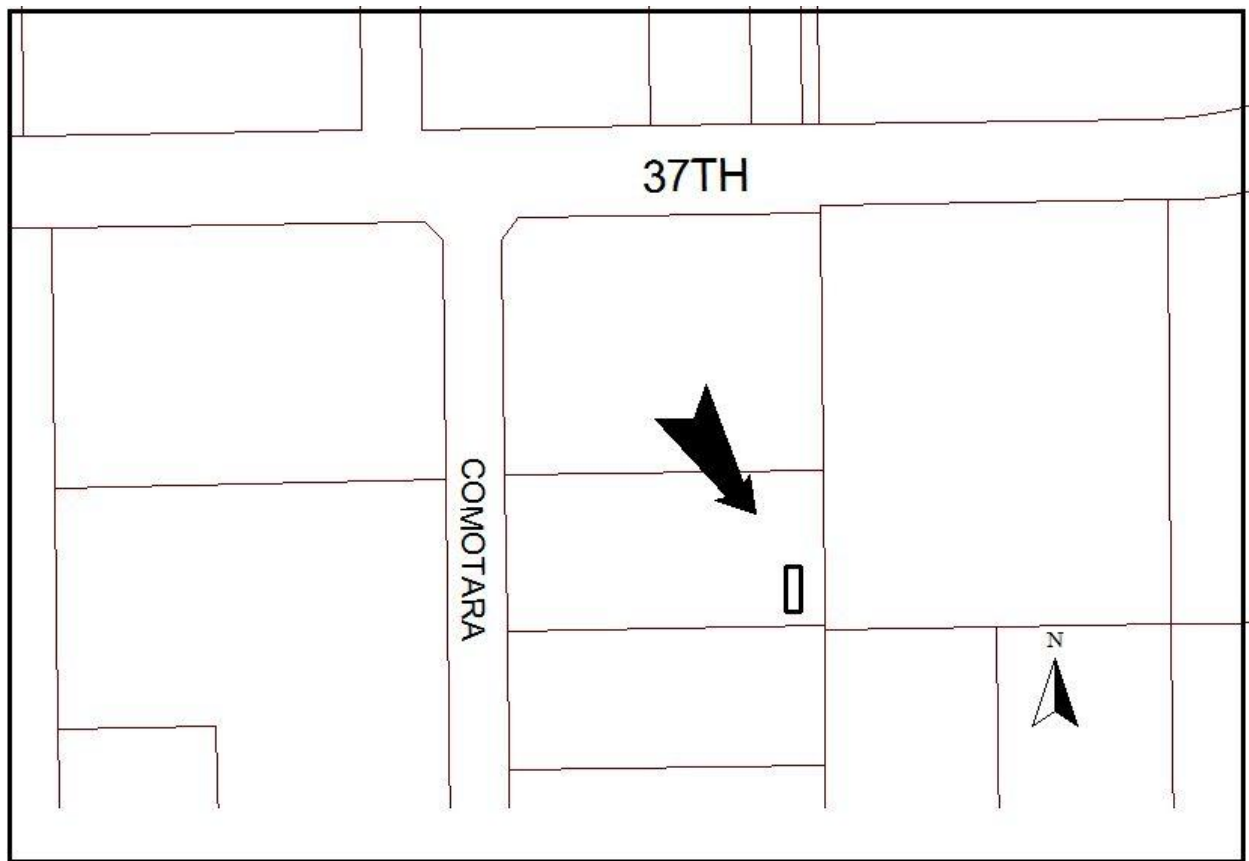
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order and the contingent dedication of railroad easement by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: A contingent dedication of a railroad easement by separate instrument and a letter signed by members of the protective covenant covering the easement, agreeing to allow equipment (chiller) to be placed in the easement, with conditions.



City of Wichita
City Council Meeting
July 27, 2010

To: Mayor and City Council

Subject: VAC2010-00008 - Request to vacate a portion of platted complete access control; generally located south of 29th Street North and the railroad right-of-way and east of I-135. (District I)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes to relocate one permitted 75-foot wide drive onto Hydraulic Avenue. The vacation will allow the drive to line up with Hydraulic. This section of Hydraulic is a short block long, all of it along the site's west lot line. Hydraulic dead ends on its north side into the Missouri Pacific/Union Pacific railroad right-of-way (ROW) and goes under I-135, becoming New York Avenue on the west side of I-135. Hydraulic appears to be the only public street access to the subject site. The subject site is somewhat isolated, with the already mentioned railroad ROW abutting its north side, a drainage canal on its south side and I-35 and railroad tracks on its west side. There are no utilities located in this portion of Hydraulic or the site. The site is part of the Heartland Preparedness Addition, which was recorded with the Register of Deeds on November 16, 2009.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting and no written protests have been filed.

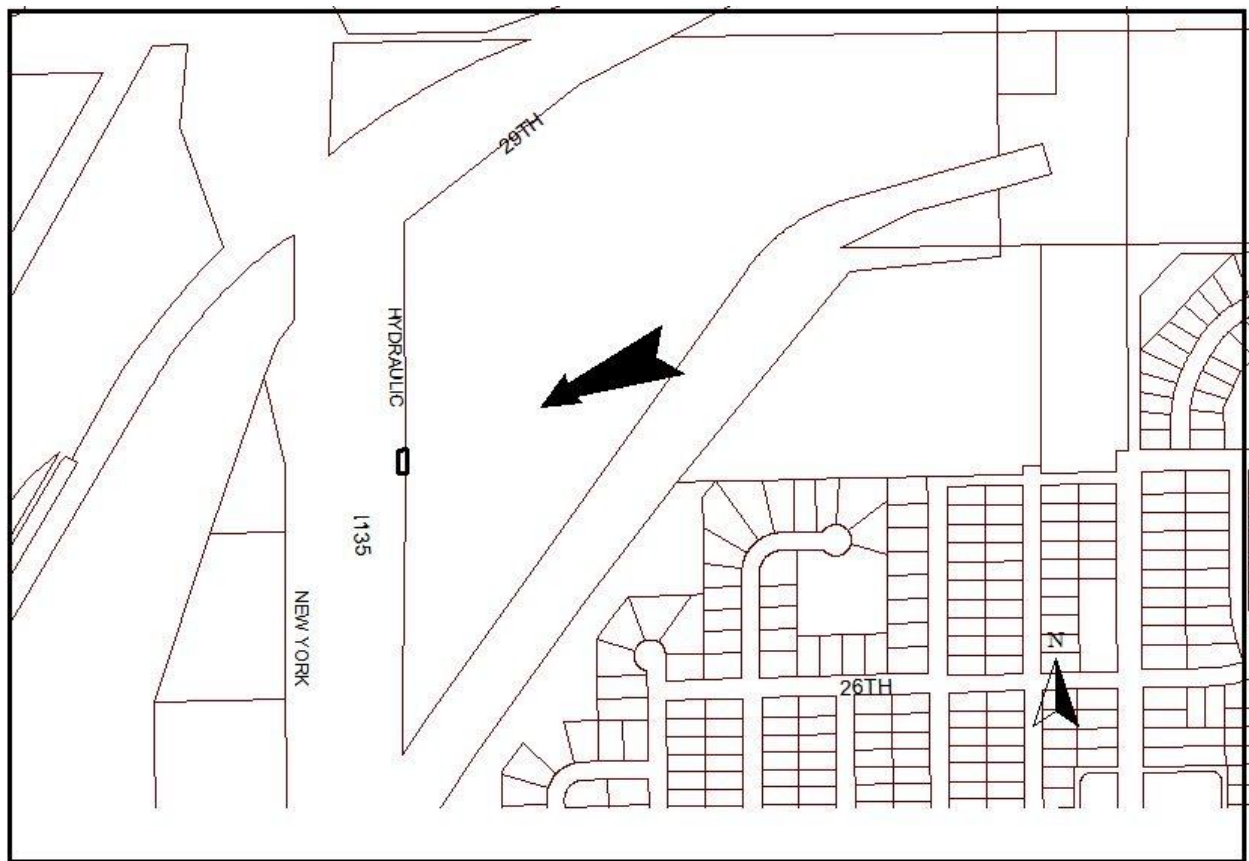
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order and dedication of access control by separate instrument (including Exhibit A) will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: Dedication of access control by separate instrument (including Exhibit A)



City of Wichita
City Council Meeting
July 27, 2010

To: Mayor and City Council

Subject: VAC2010-00013 - Request to vacate a portion of public street right-of-way, as placed on the Road Record; generally located between Grove and I-135 and north of the Missouri Pacific/Union Pacific Railroad right-of-way. (District I)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting the vacation of approximately 2,000 feet of 29th Street North, which runs parallel to the north side of the Missouri Pacific/Union Pacific railroad right-of-way. This section of 29th Street is unimproved street right-of-way that is confined to the K-96 Lake Park. Because this portion of 29th Street is not improved (not even a dirt and gravel surface), it provides little or no access to the park or the rail road. There are no utilities in this portion of 29th Street. This request is based on a proposed land switch between owner of the railroad right-of-way and the Heartland Preparedness Addition. This portion of 29th Street North was recorded on the Road Record Book A, page 118, which was recorded on January 3, 1876.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

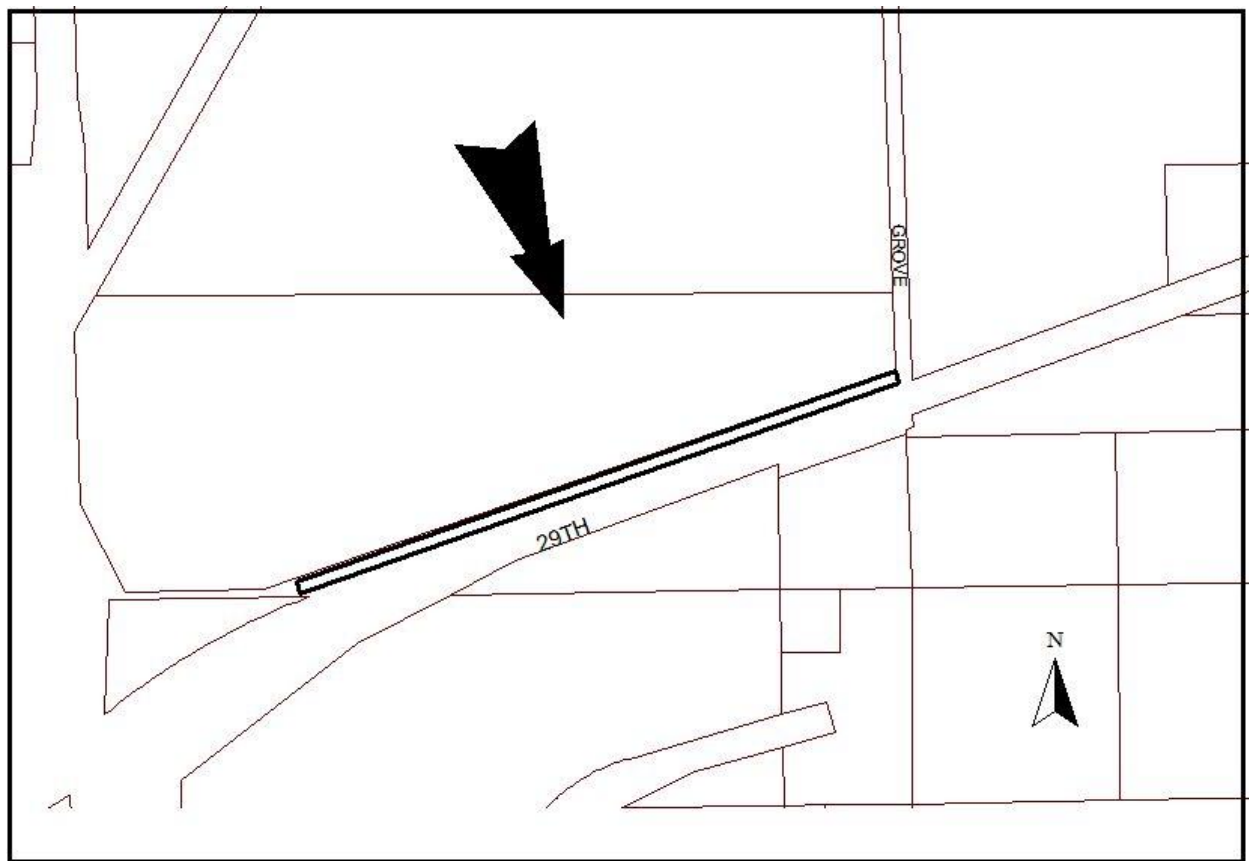
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



**City of Wichita
City Council Meeting
July 27, 2010**

TO: Wichita Airport Authority

SUBJECT: IASAIR – Cargo Building Lease Agreement

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: The new multi-tenant cargo building opened in June 2009 and is located at 1935 Air Cargo Road on Wichita Mid-Continent Airport. There are six cargo building lease agreements for the tenants that occupy the 47,485 sq. ft. facility: Air Freight Central, Empire Airlines, Evergreen Aviation, United Airlines, United Parcel Services, and UPS Supply Chain Solutions. Integrated Airline Services (IASAIR) is now leasing space located at 1935 Air Cargo Road, Suite 800, as a replacement for Evergreen Aviation's agreement.

Analysis: Evergreen Aviation's contract with the United States Postal Service was up for renewal March 2010 and continued service until the United States Postal Service's selection process was completed. In May 2010, the United States Postal Service awarded the contract to IASAIR. IASAIR's responsibilities are to break down containers of mail flown into Mid-Continent Airport by FedEx and to then deliver the mail to the Post Office also located on Mid-Continent Airport. Additionally, this company will pick up mail from the Post Office and build containers for FedEx to transport the mail. This is the company's first operation in Wichita. The term of the agreement is June 1, 2010 through June 24, 2012 and includes one successive, two-year option through June 24, 2014.

Financial Considerations: The lease Agreement commenced on June 1, 2010. The standard rental rate for use of the first floor space of 5,187 sq. ft. is \$9.59 per sq. ft and use of the 386 sq. ft. of mezzanine space is \$2.40 per sq. ft. The annual revenue for the leased area is \$50,670, payable at the rate of \$4,222 per month.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through negotiating agreements, which allow Mid-Continent's airport partners to continue their operations on the airport; which, in turn, generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement and authorize the necessary signatures.

Attachments: Agreement.

A G R E E M E N T

By and Between

THE WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

INTEGRATED AIRLINE SERVICES, INC.

For

Use of Space in Cargo Building
Wichita Mid-Continent Airport

THIS AGREEMENT, made and entered into this July 27, 2010, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "LESSOR"; and INTEGRATED AIRLINE SERVICES, INC., hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, Lessor operates and owns an existing air cargo facility located at 1935 Air Cargo Road on Wichita Mid-Continent Airport, hereinafter referred to as the Airport; and

WHEREAS, Lessor desires to lease to Lessee and Lessee is desirous of renting from Lessor certain premises at the Airport to be used in connection with Lessee's business of air freight carrier and handling services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 – PREMISES

"Premises" as used herein shall be the "Exclusive Use – Building" and "Exclusive Access Areas" located at 1935 Air Cargo Road, Suite 800, on the Airport.

Exclusive Use – Building. Lessor does hereby lease to Lessee that portion of the air cargo building consisting of 5,573 square feet, as reflected on Exhibit "A", attached hereto and made a part hereof.

Exhibit "A" sets forth the general layout of the portion of the building to be leased to the Lessee but shall not be deemed to be a warranty, representation, or agreement on the part of the Lessor that the building or any portion thereof will be or will continue to be exactly as indicated on said diagram.

Exclusive Access Areas. As part of the building rental fee, Lessee shall have exclusive use and access to the dock area directly in front of its exclusive use leasehold, and the parking/loading/unloading area directly in front of the dock of its leasehold equal to the width of the exclusive use area, and extending to a point 60 feet beyond the dock edge, as reflected on Exhibit "A", attached hereto and made a part hereof. In the case of exclusive lease areas not equipped with a dock, the exclusive access area shall extend to a point 60 feet beyond the edge of the building.

Preferential Use – Equipment Staging Area and Aircraft Parking Apron – Airfield Side. In addition to the Exclusive Access Areas, Lessor hereby grants to Lessee the use of "Preferential Use Premises" which is identified as pavement assigned to the Lessee, and to which the Lessee shall have preferential use, defined herein as the unrestricted, higher and continuous priority over all other users, as reflected on Exhibit "A", attached hereto and made a part hereof.

ARTICLE 2 - USE

Permitted Use. Upon performance of the Agreement, provisions and conditions contained in this Agreement, Lessee shall have use of the Premises and Preferential Use Premises to engage in the performance of certain and specific activities as defined herein, together with the right of ingress and egress, in common with others, for both vehicles and aircraft, and its customers, agents, invitees, contractors, representatives and employees, in a reasonable manner for the purposes described hereinafter and for activities incidental or related thereto. It is understood and agreed that both the Premises and Preferential Use Premises shall be used and occupied for aviation purposes or purposes incidental or related thereto. Lessee hereby agrees that the described Premises and Preferential Use Premises may be utilized by Lessee for the sole purpose wherein Lessee and its personnel may perform the activities related to air freight carrier and/or handling service at the Airport.

In conjunction with, and to facilitate Lessee's activities related to air freight carrier and/or handling service at the Airport, the Premises may be used for minor vehicle repairs in accordance with current city codes and Airport standard operating procedures. No welding, dispensing or draining of fuels, painting of vehicles, or major repairs shall be permitted inside the building.

Non-Exclusive Use of Certain Facilities. Lessor grants the Lessee, for the purposes for which such facilities were designed and constructed and for no other purposes, in common with others, the non-exclusive use of the Airport and appurtenances, together with all facilities, equipment improvements, and services which are now, or may hereafter be, provided at, or in connection with, the Airport from time-to-time on a non-exclusive use basis, including, but not limited to the Air Operations Area of the Airport, driveways, floodlights, beacons, signals, radio aids, or other conveniences for aeronautical operations, landing and takeoff of aircraft. As used in this Agreement, "Air Operations Area" shall mean those portions of the Airport from time to time

provided and made available by the Lessor for aircraft and related operations and includes runways, taxiways, ramps, aprons, parking spaces, and areas directly associated therewith which are not exclusively leased areas of the Lessee or any other tenant on the Airport.

The Lessee recognizes that other tenants now and hereafter may occupy other portions of the Airport, and that such other tenants shall have the right to use the ramps and driveways serving their areas and other areas not under an exclusive lease, and the Lessee shall conduct its operations in such a manner as to not impede access, interfere with, or disrupt the business of and quiet enjoyment of other tenants.. The Lessor reserves the right to grant, or to permit other parties the right, to use any portion of the Airport except that described in Lessee's Premises.

Parking. Vehicle parking by the Lessee, its agents, employees, or licensees shall be by permit, and only in such places as may be authorized by Lessor from time to time and upon terms and conditions as may be imposed by Lessor.

Ramp Management. The Lessee will operate on the ramp pursuant to the directives of the Lessor.

Non-interference with Operation of Airport. Lessee covenants and agrees that it will not allow any condition on the Premises or Preferential Use Premises, nor permit the conduct of any activity on such Premises or Preferential Use Premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities; nor will Lessee use or permit the Premises or Preferential Use Premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard. If any proscribed or prohibited condition or activity, as described above, shall be permitted to exist on the Premises, Preferential Use Premises, or on any part thereof, then, as an alternative to termination of this Agreement under Article 31 the Lessor, after giving 10 days written notice to Lessee, during which period Lessee may abate or correct the omission or objection, so set forth in Lessor's notice, may thereupon correct such omission or objection by entering the Premises or Preferential Use Premises, or by its agents or employees, without such entering causing or constituting a termination of this Agreement or an interference with possession of Premises or Preferential use Premises by Lessee, and the Lessor may cause abatement of such proscribed or prohibited condition or activity; and, in such event, the Lessee agrees to pay the Lessor the expenses of the Lessor incurred in the above connection as additional rent within 30 days after submission of an invoice showing the reasonable expenditure or the incurring of any such reasonable expenditure by the Lessor.

No Unlawful Activity. This Agreement shall not be construed as authorizing the Lessee to engage in any activity that is unlawful or which is contrary to, or in conflict with, any federal, state or local law, ordinance, rule or regulation, or standard operating procedure, and the Lessee does hereby indemnify and hold the Lessor harmless from any act or failure by the Lessee in respect to this obligation.

No Grant of Concession. This Agreement is not intended to, nor shall it be construed as, authorizing the Lessee to conduct a concession on the Airport.

No Unauthorized Use. The Lessee shall not conduct or permit any employee to conduct any business or commercial operation not herein or otherwise authorized by the Lessor. For a violation of this paragraph, in addition to the termination provisions hereunder, the rent shall be doubled while such default continues.

ARTICLE 3 - TERM

The term of this Agreement shall be for a period of four years commencing on June 1, 2010 and terminating on June 30, 2014.

It is acknowledged by Lessor that, as of the commencement date of this Agreement, Lessee is under contract with the United States Postal Service (USPS) for weighing and distributing origination and destination mail for the USPS through June 24, 2012. It is further acknowledged that the USPS contract includes one successive, two-year option through June 24, 2014. If the Lessee and/or the USPS do not exercise the option, then Lessee may cancel this Agreement after June 30, 2012, by providing Lessor with a 60-day written notice following the end of the initial term or the first option and continuing to pay rent at the rate provided in Article 5 prorated until the premises are vacated.

ARTICLE 4 – RENEWAL OPTIONS

Lessee shall have and is hereby given the right and option to extend the term of this Agreement for up to three additional terms of two years each, provided that (i) Lessee shall give Lessor written notice of its intention to exercise such option at least 90 days prior to the expiration of the previous term, and (ii) Lessee is not in default hereunder in the payment of rent at the time it gives Lessor such notice or at the time said additional term commences. In the event that Lessee fails to give required notice to Lessor, this Agreement shall automatically terminate at the end of the previous term of this Agreement.

In the event Lessee exercises any options for the additional terms, subject to the provisions for adjustment in rents, as set forth in Article 6, all terms, covenants, and provisions set forth in this Agreement shall be in full force and effect and binding upon Lessor and Lessee during such additional term(s).

ARTICLE 5 - RENT

As rent for the Premises, Lessee covenants and agrees to pay Lessor rental during the term of this Agreement for the use of said Premises in the amount of \$50,669.73 per year, payable in advance, in monthly installments of \$4,222.48, commencing on June 1, 2010 or upon occupancy.

It is understood that this rental is based upon the rate of \$9.59 per square foot per annum for 5,187 sq.ft. of first floor space, and a rate of \$2.40 per square foot per annum for 386 sq.ft. of mezzanine space. Rental shall be adjusted accordingly if the Premises are modified under the terms of this Agreement.

Lessee shall pay to Lessor in advance on the first day of each month, without demand or invoicing, rentals for Lessee's Premises as set forth herein. In the event Lessee fails to make

payment within ten (10) days of the dates due as set forth in this Article, then Lessor may charge Lessee a monthly service charge equal to the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by Lessor in attempting to obtain payment.

Lessee shall pay Lessor rentals for Lessee's Premises, and fees and charges for the other rights, licenses, and privileges granted hereunder during the term of this Agreement, and shall file periodic reports as requested by Lessor from time to time.

All rental payments shall be made to The Wichita Airport Authority, 2173 Air Cargo Road, P. O. Box 9130, Wichita, Kansas 67277-0130.

ARTICLE 6 – RENT DURING RENEWAL OPTIONS

Facility rental for each option period shall be the rental during the previous four years increased by the percentage change of the CPI-U over the previous four years.

ARTICLE 7 – UTILITIES

Standard Facilities. The Lessee shall have the right to access the utility service facilities, including gas, water and electricity, which are available at the Premises. The Lessee is responsible for upgrading the existing utilities at the Premises to the condition and capacity as deemed appropriate by the Lessee and approved by the Lessor to operate the Premises, at the Lessee's sole expense. Should the Lessee's operations require utility facilities not presently at the Premises' boundary, the Lessee will, at the Lessee's sole expense, install service lines for the utility facilities; however, such installation shall require prior approval by the Lessor. It is understood by Lessee that Lessor will furnish gas, electric, and water systems to the building. Lessee shall pay all costs for utility services used by Lessee at or upon the Premises or Preferential Use Premises, if approved by Lessor, with no responsibility or expense incurred by Lessor, including all permits, licenses or authorizations necessary in connection therewith. Such payment by Lessee shall be made directly to the utility supplier or service provider, except that if such utilities should be supplied by the Lessor, then in this event, Lessee will pay those costs to Lessor upon receipt of invoice therefore. Lessee agrees that any such costs invoiced to Lessee will be based upon the rates charged to Lessor by utility supplier, plus reasonable capital and administrative recovery costs.

Network Communications/Security Cable. Lessor is the only entity allowed to install or remove any cabling. Cabling includes, but is not limited to, any type of telecommunications or network cable such as CAT3, CAT5, CAT6; fiberoptics cable; and/or coaxial cable. Cabling for basic phone service shall be provided as part of the base building. However, should additional network cable, coaxial for security or fiber optic cable, be required for Lessee's operation, Lessee shall be required to make arrangements with Lessor, and such installation shall be at Lessee's expense. It shall be Lessee's responsibility to contract for services using such cables from Lessee's preferred service provider.

ARTICLE 8 - ACCEPTANCE OF PREMISES

Except as may be otherwise expressly provided in this Agreement, the taking of possession of the Premises by Lessee shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and Lessee agrees to accept Premises in its presently existing condition, "as is," "where is," and "with all faults" and that Lessor shall not be obligated to make any improvements or modifications thereto except to the extent that may otherwise be expressly provided in this Agreement.

ARTICLE 9 – LEASEHOLD IMPROVEMENTS/ALTERATIONS

Lessee shall have the right during the term hereof, at Lessee's expense, from time to time, to make interior modifications as it may deem necessary or desirable in connection with its operation under this Agreement; provided, however, that Lessee shall first submit plans and specifications for such alterations to the Lessor for approval.

All such alterations or improvements shall be performed in a workmanlike manner in accordance with all applicable governmental regulations, building codes, Airport rules and regulations, Lessor design and construction standards, Lessor standard operating procedures, Airport security program and all other applicable regulations, codes, and requirements, and will not weaken or impair the structural strength, or lessen the value of the building, or change the purposes for which the building or any part thereof, may be used. Any such alterations or improvements shall be erected at the sole cost and expense of Lessee, and Lessee shall have no right, authority, or power to bind Lessor or any interest of Lessor in the Premises, for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said improvements/alterations.

Design and construction specifications and documents for any improvements/alterations must be reviewed by the City of Wichita Office of Central Inspection and/or the Planning Department or other departments as may be identified from time to time, as may be applicable, prior to the issuance of a building permit.

Lessee warrants that the improvements/alterations, when completed, will be necessary or useful in its development for use by Lessee for its purposes.

No exterior alterations will be allowed to the building, without prior written approval by the Lessor.

ARTICLE 10 – LIENS

Lessee, shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by Lessee, or any of its contractors or subcontractors upon the Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at the Premises by or at the direction of Lessee, except that Lessee, shall have the right to contest such a lien and the requirement to remove a lien shall be stayed as long

as Lessee is prosecuting in good faith the defense of such lien, including appeals.

ARTICLE 11 - SIGNS

Lessee shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any area outside the leasehold of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of limiting or restricting Lessee's right to enter agreement with a Lessor-authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

Any identifying signs erected, installed, operated or attached to the Premises will require the prior written approval of Lessor. Such approval, if any, may consider and provide conditions including, but not limited to, size, type, content, and method of installation.

It is understood that signage and location of the signage may be changed and altered from time to time as mutually agreed upon between the parties.

ARTICLE 12 - PORTABLE STORAGE CONTAINERS/STRUCTURES

Unless specifically approved in writing, and under conditions specified by Lessor, Lessee shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure, which does not qualify as a building or structure under Title 18 of the Code of the City of Wichita. Lessor will not unreasonably withhold approval of such container(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or at the discretion of Lessor, is shielded from public view by means of location, fencing, or other such approved shielding methods.

Unless specifically approved, and under conditions specified by Lessor, Lessee shall not place or allow to be placed upon Premises, any type of portable or temporary structure, mobile home, modular structure or device. Lessor will not unreasonably withhold approval of such structure(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or other approved project.

Cargo shipping containers used by Lessee for the purpose of storing and shipping cargo are not subject to this provision.

ARTICLE 13 – DROP BOXES

Drop boxes will be allowed in locations approved by the Lessor. Drop boxes shall be located so as not to interfere with ingress and egress of any occupants of the cargo building.

ARTICLE 14 – MAINTENANCE AND REPAIR

Lessor's Responsibilities. Lessor shall be responsible at its sole cost and expense for maintenance, repair, or replacement and upkeep of the following structures, facilities, systems, equipment, and fixtures, except for damage caused by Lessee and not considered "normal wear

and tear”. For purposes of this Agreement, normal wear and tear shall be defined as the physical deterioration which occurs in the normal course of the use for which a property is intended, without negligence, carelessness, accident or abuse of the Premises.

- (a) Roof, roof structures, ceiling tiles damaged by roof leaks, and appurtenances thereto;
- (b) Exterior of structure, including the façade and exterior walls, gutters and downspouts, paint, load-bearing structures, docks and dock levelers where applicable;
- (c) Mechanical systems, including heating, ventilation and air conditioning and associated motors, pumps, ducting and filtration systems;
- (d) Plumbing and fixtures up to and terminating at the shut-off valve entering the building Premises;
- (e) Electrical system up to and terminating at the breaker panel entering the building Premises;
- (f) Gas utilities;
- (g) Sewer utilities;
- (h) Security access and monitoring system contained in and required by the Airport Security Plan;
- (i) Fire monitoring and alarm system;
- (j) Manual lock and key system;
- (k) Exterior and parking lot lighting;
- (l) Paved areas of the parking lot and loading docks including marking and striping;
- (m) Driveways, streets and roadways, vehicular ingress/egress and access-ways;
- (n) Grading and drainage;
- (o) Landscaping and irrigation system;
- (p) Fencing;
- (q) Paved areas of Preferential Use - Equipment Staging Area and Aircraft Parking Apron, including those areas inside and outside of the full-strength paved areas provided in this Agreement; and
- (r) Damages to property or equipment covered by Lessor’s insurance.

Lessor shall provide suitable size and quantity of covered dumpsters for all garbage, trash and other refuse, for which Lessee agrees to pay its prorata share of the cost associated with provision of these dumpsters. Lessor provided dumpsters shall be placed within reasonable proximity to the Premises. Lessor shall be responsible at its sole cost and expense for maintenance, repair or replacement, including but not limited to, landscape, pavements, and snow and ice removal of all public and common or joint-use areas, parking lots, streets and roadways, air operations areas of the Airport outside of the Premises to the extent deemed by Lessor, in its sole opinion and judgment, to be required for the safe and efficient operation of the Airport. Lessor shall be responsible for snow and ice removal on the Preferential Use Premises beginning at the demarcation line (two 6” solid yellow lines) identifying the beginning of the full-strength usable pavement of the aircraft parking ramp. The Lessor shall perform such maintenance and upkeep to the best of its reasonable ability under prevailing conditions.

Lessee’s Responsibilities. Lessee shall be responsible at its sole cost and expense for maintenance, repair, or replacement and upkeep in Lessee’s Premises, including:

- (a) Leasehold improvements, decorations, finishes, fixtures, equipment and furnishings;
- (b) Glass replacement;
- (c) Interior Painting;
- (d) All interior lighting fixtures and standards including bulbs, tubes, ballasts, starters, switches and outlets;
- (e) Interior and exterior pedestrian and roll-up doors, frames, closures and hardware (excluding manual locks, and security access and monitoring systems required under the Airport Security Plan);
- (f) Walls, windows, ceilings, partitions and floors;
- (g) Plumbing and plumbing fixtures beginning at the shut-off valve entering the building Premises;
- (h) Hot water heater(s) and fixtures thereto;
- (i) Electrical system beginning at the breaker panel entering the building Premises;
- (j) Damages to premises which are caused by Lessee and are not considered normal wear and tear as defined herein; and
- (k) Any other repairs as required or necessary to keep the Premises in proper condition for the conduct of business.

With the exception of painting, light bulbs, ballast or tubes, all maintenance, repair, or replacement by Lessee under this part shall be performed by a licensed and reputable contractor. Replacement parts and components shall be of good quality and commercial grade no less than equal to the quality of existing parts and components. In lieu of, or in addition to, services provided to the Lessee by a licensed contractor under this part, the Lessee may choose to solicit the services of the Lessor to perform maintenance, repair, or replacement, and Lessor may, at its sole option, choose to perform services at a cost mutually agreed upon by Lessee and Lessor.

Lessee shall be responsible for all janitorial service within the Premises, and shall provide daily routine premises clean-up work and trash removal to keep the Premises and Preferential Use Premises in good and tenantable condition through the term of this Agreement.

Lessee shall be responsible for the removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the Premises, Preferential Use Premises, or out of its operation. Such removal will conform with all governmental requirements and regulations as more fully described in Article 27, "Environmental". Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine, daily clean-up of the surrounding areas. Lessee shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on Premises or Preferential Use Premises upon demand of Lessor. Lessee shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises or Preferential Premises is forbidden.

In addition to other rights and remedies of the Lessor hereunder, should Lessee fail to perform its upkeep, maintenance and repair responsibilities, Lessor may, but is not obligated to, perform maintenance and make repairs thereon and thereto which it determines to be necessary, charging the same to the expense of Lessee upon thirty (30) days prior written notice of its intent to do so;

except in case of emergency for which no notice is necessary, plus a fifteen percent (15%) administrative fee. Such amount shall be paid by the Lessee to Lessor no later than thirty (30) days after the date of invoice from the Lessor to the Lessee for such costs.

Lessee shall be responsible for snow and ice removal in the Premises and Preferential Use Premises from the air/ramp side building edge to the demarcation line (two 6" solid yellow lines) identifying the beginning of the full-strength usable pavement of the aircraft parking ramp. At no time shall Lessee engage in snow and ice removal beyond the areas identified above without the prior knowledge and approval of the Lessor.

Snow piles, windrows or other accumulations of snow shall not:

- (a) Be closer than twenty five feet from any security fence;
- (b) Block any access gates or controls;
- (c) Block or impede any taxiway or taxi lane;
- (d) Impose an obstruction within the object free area (OFA) of any taxiway or taxi lane;
- (e) Infringe upon, block or interrupt the business of other airport tenant leaseholds.

Snow piles and accumulations requiring removal may be stored on pre-arranged designated paved areas, to be removed by Lessor when time and equipment availability permit, so long as such piles/accumulations comply with a. through e. of this Section.

Only FAA approved dry and liquid chemicals may be used for de-icing or snow removal on aircraft operating surfaces, as set forth in Advisory Circular 150/5200-30, current edition, or as may be amended, *Airport Winter Safety and Operations*, Section 4-6 *Approved Chemicals*, current edition, or as may be amended.

The use of snow and ice removal contractors may be authorized subject to prior written approval by Lessor, and subject to acceptable completion of contractor employee training, and other reasonable safety requirements and standards that Lessor may impose, including but not limited to compliance with Airport rules and regulations, and standard operating procedures. All such snow and ice removal contractors shall maintain a general liability insurance policy of not less than \$1,000,000 limit, naming Lessee, the Wichita Airport Authority and the City of Wichita as additional insureds.

ARTICLE 15 – LESSOR’S RIGHTS AND PRIVILEGES

Lessor expressly reserves from the Premises:

- (a) Mineral Rights. All gas, oil and mineral rights in and under the soil.
- (b) Air Space. A public right of flight through the air space above the surface of the Premises and Preferential Use Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of Lessor will result from the exercise of this right.

- (c) Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify on the premises navigational aids.
- (d) Utility Right-of-Way. The right to install, maintain and modify utilities and to grant utility rights of way to others over, under, through, across or on the Premises or Preferential Use Premises located within 25 feet of the outside boundary lines.
- (e) Entry and Inspection of Premises. The right of Lessor, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises and/or Preferential Use Premises:
 - (1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether Lessee has complied, and is complying with the terms and conditions of this Agreement;
 - (2) To inspect Premises, Preferential Use Premises, facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and
 - (3) To perform maintenance, repair, or replacement as required and necessary to maintain Premises and Preferential Use Premises in good condition and working order as required under ARTICLE 14 (a) through (r).
- (f) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises and the Preferential Use Premises. Revenue-producing communication systems or systems not directly applicable to Lessee's operations on the Premises and Preferential Use Premises are prohibited except upon the specific approval of the Lessor.

Provided that exercise by Lessor of any such reserved rights (a) through (d) will be without expense to the Lessee and will not unreasonably or materially interfere with Lessee's use of the Premises and Preferential Use Premises and will not delay Lessee in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance. Lessor shall give Lessee notice in writing of the exercise of its rights under (c) and (d).

ARTICLE 16 – LESSEE'S RIGHTS AND PRIVILEGES

Lessee shall have the following rights and privileges on the Premises and on the Airport:

- (a) The right to install, operate, repair and store upon the Premises all equipment necessary for the conduct of Lessee's business.
- (b) The right of ingress and egress to and from the Premises, which rights shall extend to Lessee's employees, invitees and guests, subject, however, to all reasonable security regulations; and
- (c) The right in common with others authorized to do so to use the common areas of the Airport.

ARTICLE 17 – AIRPORT SECURITY PROGRAM

Lessee must obtain Airport Security Identification and Access Media (I.D. Media) for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured air operations area (AOA), and security identification display area (SIDA), or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set forth under this Section. Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the period of this Agreement.

Lessee covenants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable provisions of the Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) regulations 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access which Lessee maintains. Lessee hereby agrees that it shall also be responsible for conducting and verifying any and all required background checks for I.D. Media for any and all of its employees, subcontractors, suppliers, agents, and/or representatives. Lessee also hereby agrees that it shall be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. Lessee hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the TSA, FAA, or Lessor.

Should Lessee, its employees, subcontractors, suppliers, agents, and/or representatives cause any security violations, and should Lessor be cited for a civil fine or penalty for such security violation, Lessee agrees to reimburse Lessor for any monetary civil fine or penalty, which may be imposed on Lessor by FAA or TSA, however, nothing herein shall prevent the Lessee from contesting the legality, validity or application of such fine or penalty to the full extent Lessee may be lawfully entitled. Lessee may have I.D. Media/access privileges immediately suspended and/or revoked by Lessor for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein. Such actions may also be grounds for termination of this Agreement for non-compliance as defined under Article 31, Cancellation by Lessor, at the sole discretion of Lessor, if such failure by Lessee is not cured by Lessee within thirty (30) days after receiving notice from Lessor of such failure.

In accordance with the Airport Security Program, Lessee must obtain Airport Security Identification and Access Media and fingerprinting (if required) for their eligible employees, subcontractors, suppliers, agents, and/or representatives.

ARTICLE 18 – TITLE TO FACILITIES, IMPROVEMENTS & TRADE FIXTURES

It is understood and agreed that title to the Premises shall be, and shall remain, exclusively with Lessor during the term of this Agreement or any extension(s) thereof. Lessee shall, without cost to Lessor, furnish and install all non-attached furniture, fixtures, decorations, accessories,

equipment and tools necessary to conduct its business, referred to herein as “trade fixtures”. Title/ownership to non-attached “trade fixtures” shall remain with Lessee. All “trade fixtures” shall be high quality, safe, fire resistant, clean and attractive in appearance.

All alterations and “fixed improvements,” except “trade fixtures”, equipment, and personal property of Lessee put in at the expense of Lessee, shall remain upon and be surrendered with the Premises as a part thereof, at any termination of this Agreement, for any cause, and shall become the property of the Lessor. The term "fixed improvements" shall be construed to include all structures erected upon the Premises, including but not limited to fencing, grading and pavement, underground wires, cables, pipes, conduits, tanks and drains, and all other property of every kind and nature which is permanently affixed to the Premises.

Any movable furniture, “trade fixtures,” partitions and all other equipment installed at Lessee’s sole cost and expense shall at all times be and remain the property of Lessee. Notwithstanding anything contained herein to the contrary, Lessee shall have no obligation to remove such fixtures, equipment and alterations described herein unless Lessor shall notify Lessee of its required removal.

ARTICLE 19 – FIRE & POLICE PROTECTION

Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants on the Airport. The City of Wichita currently charges Lessor a fee for provision of police and fire protection of the Airport. It is understood and agreed that Lessor may impose a fair and equitable charge to recover Lessee’s proportionate share of Lessor’s costs of these services. If, during the term of this Agreement, Lessor chooses to provide police and fire services directly, the recovery will be adjusted based upon Lessor’s established rate.

ARTICLE 20 – FIRE EXTINGUISHERS

Lessee shall furnish and maintain on the Premises sufficient portable fire extinguishing units as may be required by insurance risks or as designated by Lessor. Lessee shall keep in proper functioning order all fire fighting equipment located on the Premises as required by Lessor, and in accordance with NFPA, and state and local fire codes.

From time to time and as often as reasonably required by Lessor and in accordance with state and local fire codes, Lessee shall conduct appropriate inspections and tests of all fire monitoring, alarm and extinguishing equipment, systems and apparatus located on the Premises. Lessor and Lessor’s agents, licensees, and invitees shall have the right to enter upon the Premises during normal working hours for the purpose of inspecting and maintaining the same.

ARTICLE 21 – INDEPENDENT CONTRACTOR

In the use of the Premises and in conducting its business, the Lessee acts as an independent contractor and not as an agent of the Lessor. The selection, retention, assignment, direction and payment of the Lessee’s employees shall be the sole responsibility of the Lessee. The Lessor shall not attempt to exercise any control over the daily performance of duties by the Lessee’s

employees, except to the extent and in the manner required by law or regulation in order to meet security obligations mandatory for continued operation or certification of the Airport.

ARTICLE 22 – ASSIGNMENT OR SUBLETTING

No Sublease. Lessee may not sublease all or any portion of the Premises, or permit all or any portion of the Premises to be used or occupied by anyone other than the Lessee, without the prior written approval of Lessor. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by Lessor. Any sublease to be entered into must contain a provision that the subtenant releases the Lessor from any liability of any kind or nature that the subtenant has or may have. Consent to one sublease shall not be deemed consent to any subsequent sublease. Any sublease Agreement shall be subordinate to the terms of the primary Agreement. Lessee shall indemnify and hold the Lessor harmless for any and all claims of any subtenant with respect thereto.

No Assignment Without Lessor Approval. Neither this Agreement nor any part thereof may be assigned, transferred, mortgaged, encumbered, or pledged by process or operation of law or in any other manner whatsoever, without the prior written approval of Lessor. Any transaction that has the practical or legal effect of transferring the Lessee's beneficial ownership or control of this Agreement, or any of the rights or obligations hereunder, is prohibited without Lessor's prior written approval. Lessor shall not unreasonably withhold its approval to a proposed assignment so long as the proposed assignee continues to use the premises solely for the purposes set forth in this Agreement, possesses financial resources and operational experience satisfactory to Lessor, and any guarantor hereof remains bound, agrees in writing to be bound by any of the terms and conditions of this Agreement, and the Lessee agrees to remain primarily liable for full and timely performance of this Agreement. Any legal or other fees incurred by Lessor in the review of any proposed assignment shall be paid by Lessee.

ARTICLE 23 – INSURANCE

The Lessee agrees to maintain public liability insurance during the term hereof which protects the Lessor and City of Wichita, their officers, agents and employees, as additional insureds, with terms and companies as approved by Lessor, which approval shall not be unreasonably withheld, in an aggregate amount of not less than \$2,000,000 per occurrence. In addition, the Lessee shall maintain a policy of comprehensive automobile liability insurance in a combined single limit of not less than \$500,000, and a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and \$500,000 Employer's Liability. Lessee agrees that in the event of future changes in the law and upon notice by the Lessor, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events of this paragraph.

The Lessee agrees, prior to the commencement of this lease term, to provide Lessor with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating

the terms thereof. Such policy or certificate shall contain a clause providing ten (10) days' prior notice to the Lessor before any material change or cancellation is effective.

ARTICLE 24 – FIRE AND EXTENDED COVERAGE INSURANCE

Lessor agrees to insure the Cargo Building, which includes the Premises, and Lessee, in addition to all other rentals and charges provided for herein, agrees to pay its prorata share of the annual premium cost of said Fire and Extended Coverage Insurance, plus its prorata share of any deductible required to be paid by Lessor under its blanket policy which is attributable to the Cargo Building. Lessee's prorata share will be based upon the ratio the square footage of the Premises bears to the total square footage included in the existing Cargo Building.

ARTICLE 25 – SUBROGATION OF INSURANCE

Lessor hereby waives any and all rights of recovery against Lessee for or arising out of damage or destruction of the building, or the demised premises, or any other property of Lessor, from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of Lessee, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

Lessee hereby waives any and all rights of recovery against Lessor for or arising out of damage to or destruction of any property of Lessee from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of Lessor, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

ARTICLE 26 – INDEMNITY

Lessee shall protect, defend and hold Lessor and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the Lessee's use or occupancy of the premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence or the acts or omissions of the City of Wichita or Lessor's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur. The Lessor shall give to Lessee reasonable notice of any such claim or actions. The Lessee shall also use counsel reasonably acceptable to Lessor in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

Lessor shall protect, defend and hold Lessee and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the Lessor's operation of the Airport or the acts or omissions of Lessor's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Lessee. The Lessee shall give to Lessor reasonable notice of any such claim or actions. The Lessor shall also use counsel reasonably acceptable to Lessee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

ARTICLE 27 – ENVIRONMENTAL

- (a) The Lessee hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located or disposed of, on, under or at the Premises or Preferential Use Premises, other than in the ordinary course of business and in compliance with all applicable laws.
- (b) In furtherance and not in limitation of any indemnity elsewhere provided to the Lessor hereunder, the Lessee hereby agrees to indemnify and hold harmless the Lessor and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessor or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises during any term of this lease of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any hazardous substance) if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, and/or licensees, or if such Hazardous Substance was owned by, or located on the premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).
- (c) If, during the term of this Agreement, the Lessee receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the premises or in connection with the Lessee's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the Lessee (an

“Environmental Complaint”) from any persons or entity (including, without limitation), the United States Environmental Protection Agency (the “EPA”) or the Kansas Department of Health and Environment (“KDHE”), the Lessee shall immediately notify the Lessor in writing of said notice.

- (d) The Lessor shall have the right, but not the obligation, and without limitation of the Lessor’s other rights under this Agreement, to enter the Premises and Preferential Use Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any hazardous substance or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any hazardous substance or an environmental complaint pertaining to the leased premises or any part thereof which, if true, could result in an order, suit or other action against the Lessee and/or which, in the reasonable judgment of the Lessor, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the Lessee or if such circumstances result from a Hazardous Substance owned by, or located on the premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the Lessor in the exercise of any such rights shall be payable by the Lessee, within 15 days of written demand by Lessor.
- (e) If an event of default shall have occurred and be continuing, the Lessee at the request of the Lessor shall periodically perform (at the Lessee’s expense) an environmental audit and, if reasonably deemed necessary by the Lessor, an environmental risk assessment (each of which must be reasonably satisfactory to the Lessor) of the premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Lessee with respect to the leased premises. Such audit and/or risk assessment shall be conducted by an environmental consultant satisfactory to the Lessor. Should the Lessee fail to perform any such environmental audit or risk assessment within 90 days of the written request of the Lessor, the Lessor shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the Lessor in the exercise of such rights shall be payable by the Lessee on demand.
- (f) Neither Lessee nor Lessor shall install or permit to be installed in the premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any substance containing asbestos and deemed hazardous by federal or state regulations applicable to the premises and respecting such material. The Lessee shall defend, indemnify, and save the Lessor and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the Lessee by any person, as a result of the presence of said substances, and any removal or compliance with such regulations, if said substance was installed by the Lessee, or persons within its control.
- (g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the Lessor hereby agrees to indemnify and hold harmless the Lessee from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses,

including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessee by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises during the term of this Agreement and the period prior to the term of this Agreement of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any hazardous substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, business invitees and/or licensees, or if such hazardous substance was owned by, or placed upon the premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the Lessor).

- (h) Lessor shall grant to Lessee and its agents or contractors such access to the leased premises as is reasonably necessary to accomplish such removal and prepare such audit. If such removal is not accomplished prior to the expiration of the lease term, Lessee shall be obligated to pay rent to Lessor in the amount of One Hundred Twenty-five Percent (125%) of the last month's rent.
- (i) The provisions of this article shall survive the termination of this Agreement.

ARTICLE 28 – RULES & REGULATIONS

Lessee, its agents and employees, shall be subject to any and all applicable rules, regulations, airport standard operating procedures, orders and restrictions which are now in force or which may hereafter be adopted by The Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or Lessee's operations conducted hereunder. Such observation and compliance by Lessee shall not obligate Lessee to make any alterations or do any other work, structural or otherwise, within the Premises unless failure of the Premises to comply with such rules, laws, statutes and regulations shall have been caused by Lessee's specific use of Premises.

To the extent that applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport causes diminution or deprivation of Lessee's rights hereunder, Lessor shall not be liable to Lessee for any such diminution or deprivation of its rights, nor shall Lessee be entitled to terminate this Agreement by reason thereof unless the exercise of such authority shall so interfere with Lessee's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas.

ARTICLE 29 – IMPOSITIONS

Lessee shall, during the life of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all lawful impositions, including all lawful taxes and assessments imposed on the Premises or Lessee's possessory right therein. In the event any impositions may be lawfully paid in installments, Lessee shall be required to pay only such installments thereof as become due and payable during the life of this Agreement as and when the same become due and payable. Lessor covenants that without Lessee's written consent it will not, unless required by law, take any action intended to cause or induce the levying or assessment of any imposition (other than special assessments levied on account of special benefits or other impositions for benefits or services uniformly imposed) which Lessee would be required to pay under this article and that should any such levy or assessment be threatened or occur Lessor shall, at Lessee's request, fully cooperate with Lessee in all reasonable ways to prevent any such levy or assessment. Nothing herein contained shall prevent Lessee from contesting the legality, validity or application of any such tax or assessment to the full extent Lessee may be lawfully entitled to do so.

ARTICLE 30 – DAMAGE OR DESTRUCTION

If the Premises shall be partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by Lessor at its own cost and expense; if the damage shall be so extensive as to render the Premises untenable but capable of being repaired, the same shall be repaired with due diligence by Lessor at its own cost and expense and the rent payable hereunder shall be proportionately paid up to the time of such damage and shall thenceforth cease until such time as the Premises shall be put in good order. In the event the Premises shall be completely destroyed by fire or other casualty or so damaged that it will remain untenable for more than thirty (30) days, or in case it does so remain untenable for more than thirty (30) days, at the option of Lessor (1) the Premises shall be repaired or reconstructed with due diligence by Lessor at its own cost and expense and the rent payable hereunder shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the Premises shall be put in good order; or (2) within sixty (60) days after the time of such damage or destruction and before the Premises shall be put in order, either party may give the other party written notice of its election to cancel this agreement in its entirety, and Lessee shall be liable for rent only up to the time of such damage or destruction.

It is understood and agreed that nothing in this article concerning rental abatements or cancellation by Lessee shall apply in the case of damages to or the destruction of the leased Premises which is caused by the negligent acts of Lessee, its agents, employees or invitees, and further that Lessee shall, at its own expense, repair all such damages resulting from such acts; except that Lessee shall not be responsible to Lessor for damages to property or equipment fully covered by Lessor's insurance.

ARTICLE 31 – CANCELLATION BY LESSOR

The Lessor, in addition to any other rights to which it may be entitled by law or equity, may cancel this Agreement as set forth herein.

In the event that Lessee shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and Lessee is thereafter adjudicated bankrupt pursuant to such proceedings; or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or that a receiver of Lessee's assets shall be appointed; or that Lessee shall be divested of its estate herein by other operation of law; or that Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained on the part of Lessee to be performed, kept or observed, Lessor may give Lessee written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by Lessee, Lessor may terminate this lease and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the original term, unless such condition or default cannot reasonably be corrected within the 60 day period and Lessee has demonstrated due diligence with respect to curing said default, then such default will be treated as cured until cured.

Acceptance of rental by Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee shall not be deemed a waiver of any other right on the part of Lessor to cancel this lease for failure by Lessee so to perform, keep and observe any of the terms, covenants or conditions hereof to be performed, kept and observed. No waiver of default by Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessee, shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by Lessee.

ARTICLE 32 – CANCELLATION BY LESSEE

The Lessee, in addition to any other rights of cancellation herein given to Lessee, or any other rights to which the Lessee may be entitled by law or otherwise, may cancel this lease by giving Lessor sixty (60) days' advance written notice in the event of default by Lessor under this lease continuing for more than sixty (60) days after the Lessor's receipt of written notice of such default from the Lessee, upon or after the happening of any one of the following events:

- (a) The failure or refusal of the Federal Aviation Administration or any other applicable state or federal authority, to grant Lessee the right to operate into, on, from or through said Airport;
- (b) The issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the airport for airport purposes and the remaining in force of such injunction for a period of at least sixty (60) days.

- (c) The breach by Lessor of any of the covenants or agreements herein contained and the refusal of Lessor to remedy such breach within a reasonable period of time after receipt of a written notice of the existence of such breach;
- (d) The inability of Lessee to use said Premises and facilities continuing for a period longer than sixty (60) days due to any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Lessee.

ARTICLE 33 – FAA REQUIREMENTS

Lessor and Lessee further agree that the requirements of the Federal Aviation Administration set out below are approved by both parties, and if applicable, Lessee agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement.

- (a) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- (b) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- (c) The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or

benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

- (d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- (e) Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- (f) Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.
- (g) Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.
- (h) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.
- (i) During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
- (j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

- (k) There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises and Preferential Use Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.
- (l) This Agreement shall become subordinate to provisions of any existing or future agreement between the Lessor and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

ARTICLE 34 - MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the Federal Aviation Administration requires modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, Lessee agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to enable the Lessor to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Lessee hereunder or materially increase its obligations.

ARTICLE 35 - NONDISCRIMINATION EEO/AAP

The Lessee agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The Lessee agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1001, et seq.; the Code of the City of Wichita Section 2.12.900; and laws, regulations or amendments as may be promulgated thereunder.

ARTICLE 36 – THIRD PARTY RIGHTS

It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

ARTICLE 37 – NON-WAIVER

The waiver by Lessor of any breach of the Lessee of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by Lessor to seek a remedy for any breach by Lessee be a waiver by Lessor of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

ARTICLE 38 – INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions in this agreement.

ARTICLE 39 – SURRENDER OF POSSESSION

Lessee shall yield and deliver to Lessor possession of the Premises leased herein at the expiration of this Agreement in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire and other casualty. Lessee shall deliver the Premises in good order and condition, including: (1) cleaning and hauling away all supplies and trash; (2) leaving in operating condition all bulbs and ballasts; (3) replacing all broken glass; and (4) turning in keys to all door locks.

Lessee, at Lessee's expense, shall remove during the term hereof or at the expiration of such term all trade fixtures, equipment and personal property placed by Lessee on or about the Premises herein leased, subject to Lessee's repairing any damage thereto caused by such removal and subject to any valid lien which Lessor may have thereon for unpaid rents or fees.

Lessor may direct Lessee to remove, at Lessee's sole expense, any cabling installed within the Premises upon surrender of possession of the Premises. Lessee shall have no obligation to remove such cabling unless Lessor shall notify Lessee of its required removal.

In the event Lessee does not remove all of said property within ten (10) days after the termination of this Agreement, the same shall be considered abandoned and Lessor may dispose of said property without any further responsibility or liability to Lessee.

At any time within ninety (90) days prior to the expiration of this Agreement, Lessor and Lessor's agents, invitees, and licensees may enter and show the Premises to persons wishing to rent the Premises and may post upon the Premises the usual notices "For Rent" or "For Lease", said notices to remain thereon without hindrance or molestation, provided Lessee has not exercised any renewal options provided herein, or has not signed a new lease. Lessor and its

agents, invitees, and licensees will use their best efforts not to unreasonably interfere with Lessee's use of the Premises during said visits.

ARTICLE 40 – ENTIRE AGREEMENT

This Agreement supersedes all previous agreements for the Premises between Lessor and any other party, and all amendments or renewals thereto. The parties hereto understand and agree that this instrument contains the entire Agreement between the parties hereto. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

This Agreement between the parties shall consist of this instrument. In the event of any conflict between the terms of this Agreement and the terms or provisions of the aforesaid documents, the more restrictive on Lessee shall control.

ARTICLE 41 - NOTICES

Notices to Lessor provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

The Wichita Airport Authority
P. O. Box 9130
Wichita, Kansas 67277-0130

Notices to Lessee provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Integrated Airline Services, Inc.
3980 Quebec St., Suite 111
Denver, CO 80207

ATTN: Contracts Manager

or to such other respective addresses as the parties may designate in writing from time to time.

ARTICLE 42 – KANSAS LAW TO GOVERN

This lease and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.

ARTICLE 43 – HEADINGS

The article and paragraph headings are inserted only as a matter of convenience and for reference, and in no way define limit or describe the scope or intent of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____

By _____

Title _____

Title _____

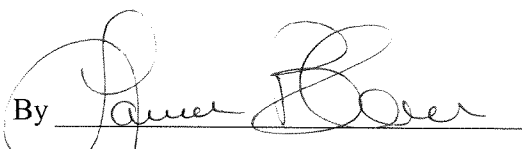
"LESSOR"

By _____

Victor D. White, Director of Airports

ATTEST:

INTEGRATED AIRLINE SOLUTIONS, INC.

By  _____

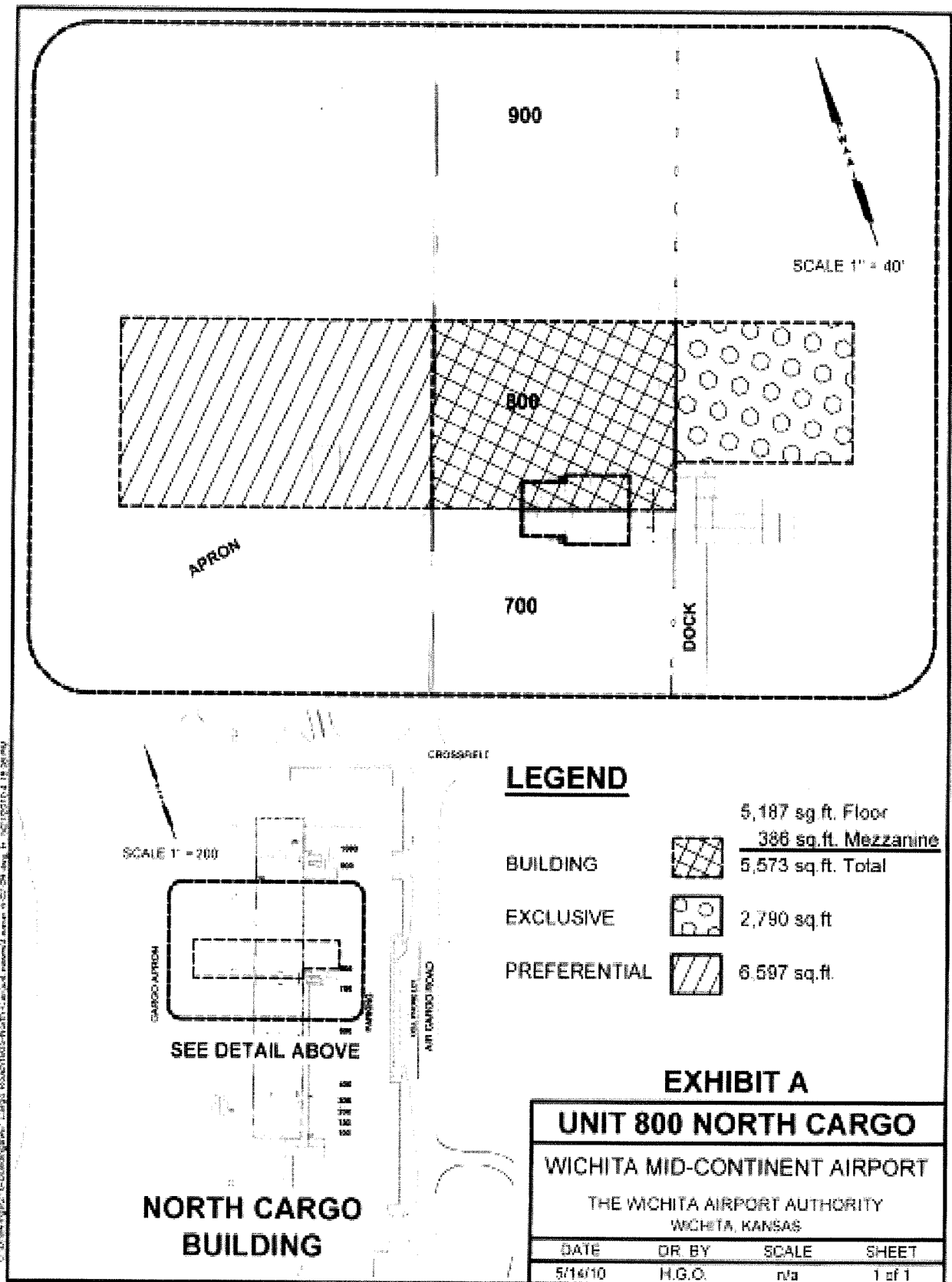
Title Contracts Manager

By  _____

Title CEO 6/18/10
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____

Director of Law



**City of Wichita
City Council Meeting
July 27, 2010**

TO: Wichita Airport Authority

SUBJECT: North Air Cargo Building Change Order No. 6
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On February 5, 2008, the Wichita Airport Authority approved a contract with Snodgrass & Sons Construction Co., Inc. for the construction of the North Air Cargo Building in the amount of \$5,625,717. There have been five change orders detailed below to accommodate construction and tenant changes. The Transportation Security Administration (TSA) has now requested changes to accommodate security surveillance and access control requirements.

Analysis: TSA will provide funding for security surveillance of Cargo areas. Security Identification Display Area (SIDA) access on the Airport Operations Area (AOA) will be funded with airport revenues. The additional costs are included in the overall budget. Staff has prepared Change Order No. 6 to modify the contracted work to accommodate the required changes. There is a TSA Other Transaction Agreement (OTA) in place to reimburse for the security surveillance camera infrastructure.

	Amount	Description	Date
Contract	\$5,625,717.00	Construction Contract	2/5/2008
CO#1	63,005.73	Building area changes, adding restrooms, delete vehicle restraint	9/8/2008
CO#2	7,509.85	Tenant changes	4/28/2009
CO#3	48,415.11	Tenant changes and ramp markings	6/2/2009
CO#4	252,573.41	Sprinklers, temporary fence and FedEx ramp	9/15/2009
CO#5	19,703.00	Additional return air HVAC work in office	12/1/2009
CO#6	157,188.00	Overhead door security and camera infrastructure	7/27/2010
	\$6,174,112.10	<u>Total Cost</u>	

Financial Considerations: The change order amount of \$157,188 is an addition to the adjusted contract amount of \$6,016,924 representing an increase of two percent. The cost of this change order is included in the current budget of \$8,265,000.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements to allow tenant development and operations in a secure environment.

Legal Considerations: The change order has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

Attachments: Change Order No. 6.

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 006	OWNER: <input type="checkbox"/>
North Air Cargo Facility	DATE: June 16, 2010	ARCHITECT: <input type="checkbox"/>
1935 Air Cargo Road		CONTRACTOR: <input type="checkbox"/>
Wichita, KS 67209		FIELD: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 1049.201	OTHER: <input type="checkbox"/>
Snodgrass & Sons Construction Co., Inc.	CONTRACT DATE: February 05, 2008	
2700 George Washington Blvd.	CONTRACT FOR: General Construction	
Wichita, KS 67210		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Item One: Provide additional conduit, power, cabling, enclosures, access panels, and other accessories to accommodate future CCTV security camera installations around and throughout the Air Cargo Facility, that includes Federal Wage Rate Determination provided. Total price shall be \$69,250.00, and all Work shall be complete within 140 calendar days of the Change Order approval.

Item Two: Provide additional security measures to the east side overhead doors at the Air Cargo Facility for a total price of \$87,938.00. All Work shall be complete within 140 calendar days of the Change Order approval.

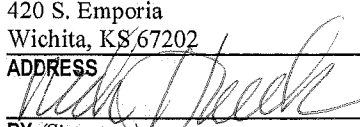
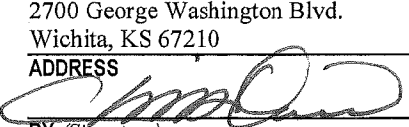
The original Contract Sum was	\$	5,625,717.00
The net change by previously authorized Change Orders	\$	391,207.10
The Contract Sum prior to this Change Order was	\$	6,016,924.10
The Contract Sum will be increased by this Change Order in the amount of	\$	157,188.00
The new Contract Sum including this Change Order will be	\$	6,174,112.10

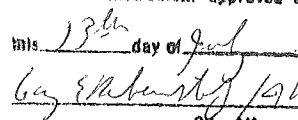
The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is February 13, 2009.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

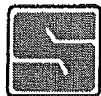
<u>GLMV Architecture, Inc.</u>	<u>Snodgrass & Sons Construction Co., Inc.</u>	<u>Wichita Airport Authority</u>
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
420 S. Emporia	2700 George Washington Blvd.	2173 Air Cargo Road
Wichita, KS 67202	Wichita, KS 67210	Wichita, KS 67209
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Rick Holbrook, AIA, CSI	CHRIS OARD, PM	
(Typed name)	(Typed name)	(Typed name)
6/17/10	6/22/10	
DATE	DATE	DATE the above instrument approved as to

ms. 13th day of July 2010

 City Attorney

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User Notes:

(1632465228)



SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.
Wichita, Kansas 67210
Phone 316-687-3110 / Fax 316-687-5853

Proposal

TO: Gossen Livingston Architecture Attn: Rick Holbrook 420 South Emporia Wichita, Kansas 67202 FAX: (316) 265-5646	Job Name: North Air Cargo Facility – Provide additional work for CCTV power and conduit per the RFP No. 35 documents (revised 4/22/10).	
	Location: Wichita Mid-Continent Airport	
	Phone: (316) 265-9367	Date: 12/21/09 5/28/10 6/25/10
	CoW Project Number: 455365	Snodgrass Project No.: 28-012

We hereby submit an estimate for labor, material, and equipment to perform the work as follows:

Provide additional work for CCTV power and conduit. Work will be performed per the 4/22/10 revised RFP No. 35 documents.

- Install 6 ea access doors (Snodgrass Construction).....	\$13,807.00
- Install CCTV System per referenced documents (Atlas Electric)	\$45,807.00
Subtotal	\$59,614.00
- Overhead & Profit (15%).....	\$8,942.00
- Additional Bond at 1.012%	\$693.79
Total.....	\$69,250.00

Clarifications:

1. Sales tax not included. It will be the owner's responsibility to provide Snodgrass Construction with a current Tax Exempt Certificate and keep it updated for the duration of the project since they are the entity that has applied for tax exemption. This needs to be done prior to beginning this work otherwise we will be required to charge tax.
2. Atlas Electric's cost for badging is included in change 36 (Additional Security Provisions at East OH Doors). If work for Change 36 is not executed, Atlas will be allowed to add cost to change 35.
3. No provisions for Snodgrass to obtain badges. If badges are required, additional costs will be billed to the owner.
4. Pricing based on UF-5000 access door by Acudor.
5. Access door locks cannot be made to match the master key system due to incompatible lock cylinder types.
6. Access doors may not be able to be installed in the exact locations show in the RFP 35 documents due to framing characteristics, conduit obstructions, etc.
7. This work will require 9 weeks to execute. This time period does not include lead time for procuring badges, and material. Weather days will be in addition to this time period.
8. No provisions for testing or inspections.
9. All permits by others.
10. Proposal price is based on the scope mentioned above, and attached quotes / breakdowns. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.

We propose hereby to furnish material, labor, and equipment – complete in accordance with the above specifications, for the sum total of: See price and itemization above.

Payment to be made as follows: Upon completion of work.


Chris Oard Project Manager / Estimator

6/25/10
Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.

Date of _____ Authorized _____

Rick Holbrook

From: Chris Oard [chris@snodgrassconstruction.com]
Sent: Thursday, June 03, 2010 4:33 PM
To: Rick Holbrook
Cc: Oswald, John; Dearmont, Don; Bryan Grosch
Subject: RE: North Air Cargo - Cost Proposals 35 and 36

Rick,

Responding to your questions below:

1.) Atlas will perform testing per the specs for the fiber and the Cat6 as noted in their breakdown.

2.) If work for both change orders are executed simultaneously, we will require a 12 week (Mon - Fri) duration after material / equipment submittals are reviewed / approved (approx 2 weeks), and material / security equipment is procured (approx 4 to 6 weeks - assuming all items are available at the time of the order). Atlas will be able to obtain badges during the procurement process.

We will need a tax exempt certificate very soon after the NTP so we and our sub can issue Purchase Orders and order materials once approved.

Thanks,

Chris Oard, Project Manager

Snodgrass & Sons Construction Co., Inc.

2700 George Washington Blvd. - Wichita, Kansas 67210

Phone: (316) 687-3110 Fax: (316) 687-5853 Email: coard@snodgrassconst.com

From: Rick Holbrook [mailto:RHolbrook@GLMV.COM]

Sent: Thursday, June 03, 2010 8:32 AM

To: Chris Oard

Cc: Oswald, John; Dearmont, Don

Subject: North Air Cargo - Cost Proposals 35 and 36

Chris,

Please confirm a couple of issues on revised Cost Proposals 35 and 36. I believe the WAA is interested in issuing a notice to proceed if the following conditions are clarified satisfactorily.

1. Confirm that testing of all electrical and security work is included (Contrary to your note 8 on Proposal 35).
2. Confirm the duration of both work orders being performed simultaneously; i.e. will all work be complete within 9 or 10 weeks, vs. 18 weeks.

Thanks,

Rick Holbrook, AIA CSI

Vice President

GLMVArchitecture

125 S. Washington | Wichita, KS 67202

Office 316-262-0451 | Fax 316-262-5465

www.glmv.com

140 Calendar
day
SCHEDULE

2+6+12 = 20 weeks.

[illegible]

CONSTRUCTION COST ESTIMATE BREAKDOWN									
Contractor: Snodgrass and Sons Construction Co.				Address: Wichita Kansas					
Project name: STRAPP BLDG				TOTAL COST = \$69,250					
RFP No. 35 - Provide additional CCTV provisions & access doors				Work location: McConnell AFB (KANG)					
line No.	Item	Unit of Measure	QTY	Material Cost		Labor cost		Total	Total
				Unit	Total	Mh/Unit	Ave rate		
	TOTAL MATERIAL COSTS								
	TOTAL LABOR COSTS								
	TOTAL OTHER DIRECT COSTS								
	TOTAL DIRECT (BEFORE OVER & PROF)								
	15 % OVERHEAD								
	SUBTOTAL								
	TOTAL PRICE								
	Bond @ 1.012%								
	GRAND TOTAL								

CHANGE ORDER

Name: Chris Oard
Title: Project Manager

Date: 5/28/10
Signature: Co

COST ESTIMATE (3052)

Chris Oard

From: Warren Way, Claco Supply, Inc. [csiwichita4@aol.com]
Sent: Thursday, May 27, 2010 8:51 AM
To: Chris Oard
Subject: Re: Need proposal for access doors

Chris,

for 6 total of the UF-5000 access door by Acudor.....\$430.00 plus tax, FOB Snodgrass Office.

Delivery 5-10 days.

Warren Way
Claco Supply, Inc.
800-274-9354
316-264-9354
fax 316-264-9512
csiwichita4@aol.com

BID SUMMARY REPORT

Name: air cargo

Estimator: Admin

Job #: 125

Job Name: air cargo

Contractor:

Estimator: Admin

Notes:

Bid Date:

Included Summary Description	Extended	%	Adjusted Material	Extended	%	Adjusted Labor
Summary #1	\$17,546.90	100.00	\$17,546.90	458.19	100.00	458.19
Labor						
ClassDescription	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Percent	Labor Cost
	100.00%	458.19	\$27.61	\$17.34	62.80%	\$20,595.71
Totals	100.00%	458.19	\$27.61	\$17.34	62.80%	\$20,595.71

MARK UPS

				OVERHEAD		PROFIT	
	Total	%		Amount	%	Amount	
Materials	\$17,546.90	+	0.00%	\$17,546.90	+	10.00%	\$19,301.58
Labor	\$20,595.71	+	0.00%	\$20,595.71	+	10.00%	\$22,655.29
Supplier Quotes	\$0.00	+	0.00%	\$0.00	+	10.00%	\$0.00
SubContractors	\$0.00	+	0.00%	\$0.00	+	10.00%	\$0.00
Direct Job Expense	\$3,500.00	+	0.00%	\$3,500.00	+	10.00%	\$3,850.00
Equipment Rental	\$0.00	+	5.00%	\$0.00	+	10.00%	\$0.00
Totals:	\$41,642.61	+	0.00%	\$41,642.61	+	10.00%	\$45,806.87

BID SUMMARY REPORT

Name: air cargo

Estimator: Admin

Job #: 125

MARK UPS

Raw Cost	\$41,642.61
Tax	\$0.00
Raw Cost With Tax	\$41,642.61
Overhead	\$0.00
Profit	\$4,164.26
Total Return \$	\$4,164.26
Total Return %	9.09%
Price	\$45,806.87
Bond	\$0.00
Sell Price	\$45,806.87
Sales Per Month	\$0.00
Return Per Month	\$0.00
Price Per Sq Foot	\$0.00
Hours Per Sq Foot	0.00
Square Feet	0.00
Job Months	0.00
Hours per Week	40.00
Workers Per Day	0.00
Total Hours	458.19
Mark Up Sales Tax?	No
Use Bond Table?	No
Sell Adjusted By:	\$0.00
Adj Sell Return	0.00%

TAX Report	Base Amount	Tax Rate %	Tax Amount
Materials	\$17,546.90	0.00%	\$0.00
Labor	\$20,595.71	0.00%	\$0.00
Supplier Quotes	\$0.00	0.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$3,500.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
Total Tax:			\$0.00

Direct Job Expense

Name	Supplier	Tax (0%)	Unit	Multiplier	Dollars
mob		No	\$300.00	1.00	\$300.00
Fuel, Oil & Gas		No	\$200.00	1.00	\$200.00
lifts		No	\$3,000.00	1.00	\$3,000.00
Total:					\$3,500.00

Job Name: air cargo

Contractor:

Estimator: Admin

Notes:

Bid Date:

Report Name: Edit Price 1 & Bid Labor by Cost Code

Standard

Extension Labelsets

<u>Column 1</u> <u>Combined</u>	<u>Column 2</u> <u>Combined</u>	<u>Column 3</u> <u>Combined</u>	<u>Column 4</u> <u>Combined</u>	<u>Column 5</u> <u>Combined</u>
* <none> 1	* <none> 1 * base 1	* <none> 1	* <none> 1	* <none> 1

Users

Users are Combined

Name:

* Admin

Job Name: air cargo

Items+ByProducts

Item #	Item Name	Quantity	Book Price	P/Adj 1	Price 1	Ext Price 1	Bid Lbr
Category: CCode = Branch Rough							
866	1/2 EMT	240.00	\$19.00 C	1.00	\$19.00 C	\$45.60	3.25 C
867	3/4 EMT	220.00	\$36.00 C	1.00	\$36.00 C	\$79.20	3.25 C
868	1 EMT	1,825.00	\$65.00 C	1.00	\$65.00 C	\$1,186.25	5.50 C
947	1/2 EMT CONN S/S	67.00	\$17.50 C	1.00	\$17.50 C	\$11.73	.00 X
948	3/4 EMT CONN S/S	16.00	\$35.00 C	1.00	\$35.00 C	\$5.60	.00 X
949	1 EMT CONN S/S	182.50	\$45.00 C	1.00	\$45.00 C	\$82.13	6.00 X
1,019	1/2 EMT COUP S/S	21.00	\$21.00 C	1.00	\$21.00 C	\$4.41	.00 X
1,020	3/4 EMT COUP S/S	16.00	\$32.00 C	1.00	\$32.00 C	\$5.12	.00 X
1,021	1 EMT COUP S/S	182.50	\$48.00 C	1.00	\$48.00 C	\$87.60	4.00 X
15,239	4/S BOX 1-1/2" DEEP	3.00	\$100.00 C	1.00	\$100.00 C	\$3.00	4.00 C
15,240	4/S BOX 2-1/8" DEEP	20.00	\$100.00 C	1.00	\$100.00 C	\$20.00	25.00 C
15,249	4/S 2G MUD RING 1/2" DP	3.00	\$200.00 C	.60	\$120.00 C	\$3.60	1.00 C
15,256	4/S BLANK COVER	20.00	\$20.00 C	1.00	\$20.00 C	\$4.00	.00 C
Totals for CCode						<u>\$1,538.23</u>	
Category: CCode = Hangers/Anchors							
3,865	BOX SUPPORTS-CLIP ON	23.00	\$80.00 C	1.00	\$80.00 C	\$18.40	.00 C
Totals for CCode						<u>\$18.40</u>	
Category: CCode = Straps							
1,191	1/2 EMT CHNL STRAP W/BOL	32.25	\$1.40 E	.60	\$.84 E	\$27.09	.00 C
1,192	3/4 EMT CHNL STRAP W/BOL	20.00	\$35.00 C	1.00	\$35.00 C	\$7.00	.00 C
1,193	1 EMT CHNL STRAP W/BOL	228.13	\$193.80 C	.60	\$116.28 C	\$265.26	.00 C
Totals for CCode						<u>\$299.35</u>	
Category: CCode = Trim Devices/Plates							
14,909	2G IV PLAS DBL DUPL RECP P	3.00	\$82.21 C	.60	\$49.33 C	\$1.48	.00 C
15,038	DUPLEX 15A RECP, STANDAR	6.00	\$200.00 C	1.00	\$200.00 C	\$12.00	20.00 C
Totals for CCode						<u>\$13.48</u>	
Category: CCode = Lighting Fixtures							
60,001	16x16 j-box	15.00	\$290.00 E	1.00	\$290.00 E	\$4,350.00	2.50 E
60,002	24x24 j box	3.00	\$400.00 E	1.00	\$400.00 E	\$1,200.00	4.00 E
60,003	terminal strips	17.00	\$10.00 E	1.00	\$10.00 E	\$170.00	1.50 E
60,004	cat 6 outlets testing	14.00	\$7.00 E	1.00	\$7.00 E	\$98.00	1.00 E
60,005	12 term. strips	3.00	\$30.00 E	1.00	\$30.00 E	\$90.00	2.50 E
60,006	paint conduit	1,800.00	\$25.00 C	1.00	\$.25 E	\$450.00	5.00 C
60,007	sealing holes	16.00	\$7.50 E	1.00	\$7.50 E	\$120.00	.00 E
60,008	penetrating walls	16.00	\$5.00 E	1.00	\$5.00 E	\$80.00	.50 E
60,010	cat6 cable	1,800.00	\$330.00 M	1.00	\$.33 E	\$594.00	10.00 M
60,011	2 strand single mode	5,300.00	\$.26 E	1.00	\$.26 E	\$1,378.00	10.00 M
60,012	st fiber con testing	40.00	\$85.00 E	1.00	\$85.00 E	\$3,400.00	.00 E
60,013	Cat 6 plates	9.00	\$2.00 E	1.00	\$2.00 E	\$18.00	.10 E
60,014	fiber patch panel	1.00	\$450.00 E	1.00	\$450.00 E	\$450.00	2.00 E
60,015	cat 6 patch	1.00	\$160.00 E	1.00	\$160.00 E	\$160.00	2.00 E

Job Name: air cargo

60,016 Cat 6 patch cords	40.00	\$4.00 E	1.00	\$4.00 E	\$160.00	.05 E
60,017 fiber patch cords	20.00	\$21.00 E	1.00	\$21.00 E	\$420.00	.05 E
60,018 lubrication	1.00	\$70.00 E	1.00	\$70.00 E	\$70.00	.00 E
60,019 pulling string	1.00	\$60.00 E	1.00	\$60.00 E	\$60.00	6.00 E
60,020 12-2 cable	3,200.00	\$55 E	1.00	\$55 E	\$1,760.00	10.00 M
60,021 14-2 cable	360.00	\$35 E	1.00	\$35 E	\$126.00	10.00 M
60,022 16-2 cable	1,800.00	\$25 E	1.00	\$25 E	\$450.00	10.00 M

Totals for CCode

\$15,604.00

Category: CCode = Lugs/Termination/Ground

16,114 GROUND SCREW/#14 PIGTAIL	3.00	\$115.87 C	.60	\$69.52 C	\$2.09	1.00 C
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Totals for CCode

\$2.09

Category: CCode = Branch Wire

36 12 THHN CU SOLID	775.50	\$92.00 M	1.00	\$92.00 M	\$71.35	4.50 M
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Totals for CCode

\$71.35

Totals:

\$17,546.90

Report Totals:

Items+ByProducts

Ext Price 1	Bld Lbr Ext
\$17,546.90	458.19

Rick Holbrook

From: Chris Oard [chris@snodgrassconstruction.com]
Sent: Tuesday, June 01, 2010 8:33 AM
To: Rick Holbrook
Subject: RE: MCA North Air Cargo - Proposal in response to RFP No. 35

Yes, all parties are covered.

Chris Oard, Project Manager
Snodgrass & Sons Construction Co., Inc.
2700 George Washington Blvd. - Wichita, Kansas 67210
Phone: (316) 687-3110 Fax: (316) 687-5853 Email: coard@snodgrassconst.com

From: Rick Holbrook [mailto:RHolbrook@GLMV.COM]
Sent: Tuesday, June 01, 2010 8:20 AM
To: Chris Oard
Subject: RE: MCA North Air Cargo - Proposal in response to RFP No. 35

Chris,
Does this proposal utilize the minimum wage rates indicated in the instructions from John Oswald's letter and worksheets?

Rick Holbrook, AIA CSI
Vice President
GLMVArchitecture
125 S. Washington | Wichita, KS 67202
Office 316-262-0451 | Fax 316-262-5465
www.glmv.com

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From: Chris Oard [mailto:chris@snodgrassconstruction.com]
Sent: Friday, May 28, 2010 4:36 PM
To: Rick Holbrook
Cc: Nick Moore; Oswald, John; Dearmont, Don
Subject: MCA North Air Cargo - Proposal in response to RFP No. 35

Chris Oard, Project Manager
Snodgrass & Sons Construction Co., Inc.
2700 George Washington Blvd. - Wichita, Kansas 67210
Phone: (316) 687-3110 Fax: (316) 687-5853 Email: coard@snodgrassconst.com

From: Rick Holbrook [mailto:RHolbrook@GLMV.COM]
Sent: Friday, May 21, 2010 9:34 AM
To: Oswald, John; Dearmont, Don



Wichita Airport Authority

RECEIVED

MAY 26 2010

GLMV ARCHITECTURE, INC.

May 24, 2010

Rick Holbrook, AIA
GLMV Architecture
420 S. Emporia
Wichita, KS 67202

Re: Wichita Mid-Continent Airport
North Air Cargo Facility

Dear Mr. Holbrook:

A change needs made regarding the CCTV work that is to the contractor for pricing in that we may be in a position to receive federal support for this work, consequently the included conditions need to be a part of the change.

Please forward these documents to the contractor and incorporate these into the change order that covers this work.

WICHITA AIRPORT AUTHORITY

John M. Oswald, P.E.
Airport Engineering and Planning Division Manager

JMO/lfb

Enclosure(s)

cc: Don Dearmont, Construction Superintendent, WAA

1049.201

2173 Air Cargo Road • P.O. Box 9130 • Wichita, Kansas 67277-0130

T 316.946.4700 F 316.946.4793

www.FlyWichita.com

WAGE DETERMINATION

(May 23, 2010)

1. MINIMUM WAGE RATE: The minimum wage rates for skilled and unskilled labor to be employed on the project as established by the U.S. Secretary of Labor are listed in subsection 1.2 and shall be a part of these specifications.

1-1. SPECIAL NOTICE CONCERNING WAGE RATES NOT INCLUDED: The wage rate determination of the Secretary of Labor incorporated in the advertised specifications may not include rates for certain classifications. The Bidder is responsible for ascertaining the rates payable for any classification not listed and whether area practice requires their use in accomplishing the work. No inference concerning area practice is to be drawn from their omission. Further, the omission will not, per se, establish any liability for increased labor costs resulting from the use of such classification.

1-2. WAGE DETERMINATION: Effective wage rates for the project are as follows:

General Decision Number: KS100008 03/19/2010 KS8

Superseded General Decision Number: KS20080008

State: Kansas

Construction Type: Building

Counties: Butler, Harvey and Sedgwick Counties in Kansas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010

* BOIL0083-008 01/01/2010

	Rates	Fringes
BOILERMAKER.....	\$ 32.31	21.66

BRKS0002-002 04/01/2009

	Rates	Fringes
Brickmason.....	\$ 20.17	7.95

ELEC0271-006 06/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 26.69	9.59+6%

PLUM0441-010 06/01/2009

	Rates	Fringes
PLUMBER/PIPEFITTER		
Including HVAC work.....	\$ 27.65	12.20

SFKS0669-004 01/01/2010

	Rates	Fringes
SPRINKLER FITTER.....	\$ 29.91	14.85

SUKS2004-003 10/31/2002

	Rates	Fringes
Brickmason Tender.....	\$ 10.64	0.00
Carpenter Tender.....	\$ 8.50	0.00
Carpenters Including Drywall Hanging, and Forms, Excluding Acoustical Installers.....	\$ 13.81	2.68
CEMENT MASON/CONCRETE FINISHER...	\$ 14.18	1.70
Drywall Finisher/Taper.....	\$ 16.98	2.31
Heat and Frost Insulators/Asbestos-Pipe Insulators.....	\$ 11.77	0.00
Ironworkers, Structural.....	\$ 13.26	1.63
Laborer, Formsetter.....	\$ 10.25	1.85
Laborer, General.....	\$ 9.69	1.69
Painter, Excluding Drywall Finishing.....	\$ 12.90	.78
PAINTER: Spray Only.....	\$ 12.75	0.00
Power equipment operator - backhoe.....	\$ 14.54	2.22

Power equipment operator - crane.....	\$ 15.78	2.15
Power equipment operator - front end loader.....	\$ 11.06	1.51
Power equipment operator - scraper.....	\$ 13.00	1.28
Pre-engineered Building Erectors.....	\$ 12.49	1.93
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 12.26	1.99
Sheet metal workers, Excluding HVAC Duct Work.....	\$ 11.94	2.24
TRUCK DRIVER (Dump Truck).....	\$ 11.19	2.02

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

REQUIRED FEDERAL PROVISIONS

(December 18, 2009)

GENERAL: The Contractor shall comply with the Federal requirements listed herein.

- a) Title VI of the Civil Rights Act of 1964 relating to non-discrimination in Federally assisted programs.
- b) Federal Acquisition Regulation Clause 52.222-6 following clause shall apply regarding labor relations to Federally assisted programs and provide its contractors with a certification to that effect.
- c) Federal Acquisition Regulation Clause 52.203-11, "Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions".
- d) Applicable Federal provisions established by laws and statutes.
- e) Audits:

1.0 The federal government, including the Controller General of the United States, has the right to examine or audit relevant financial records for a period not to exceed three (3) years after expiration of the terms of the Agreement with the Owner. Contractor shall maintain an established accounting system that complies with generally accepted accounting principles. Records related to disputes arising out of this Agreement shall be maintained and made available until such disputes have been resolved.

2.0 As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

3.0 Contractor shall maintain all records and other evidence sufficient to reflect costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Agreement. The TSA Contracting Officer or the authorized representative of the TSA Contracting Officer shall have the right to examine and audit those records upon demand regular business hours. The right of examination shall include inspection at all reasonable times at Contractor or subcontractor offices directly responsible for the project.

4.0 Contractor will be required to submit cost or pricing data and supporting information in connection with any invoice relating to this Agreement if requested by the TSA Contracting Officer.

5.0 This requirement shall not be construed to require the Contractor or its subcontractors to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those

entities maintain records which conform to generally accepted accounting practices.

- f) All publicity or public affairs activities related to the subject matter of this Agreement must be coordinated with the TSA Office of Strategic Communication and public Affairs.



GreenLivingston
Architecture
1000 S. 10th Street
Wichita, KS 67202
Tel: (316) 265-5547
Fax: (316) 265-5547
www.greenlivingston.com

NORTH AIR CARGO FACILITY MID-CONTINENT AIRPORT Wichita, Ks.

Sheet No.	1048-200
Date	12/22/2017
Drawn	MDH
Checked	MDH
Scale	AS SHOWN
Project No.	1048-200
Project Name	NORTH AIR CARGO FACILITY
Project Location	Wichita, KS

ELECTRICAL
LEAD SHEET

Job No. 1048-200
Date 12/22/2017
Drawn MDH
Checked MDH
Scale AS SHOWN
Project No. 1048-200
Project Name NORTH AIR CARGO FACILITY
Project Location WICHITA, KS

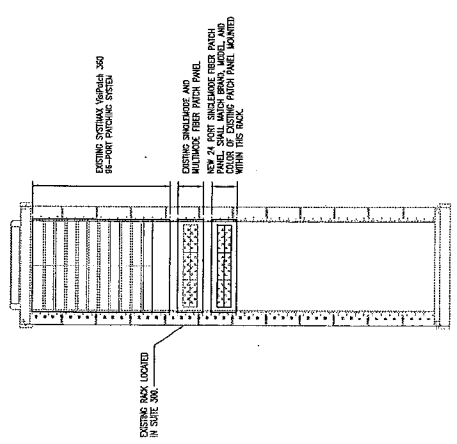
- ### GENERAL NOTES
1. ALL ELECTRICAL WORK SHALL COMPLY WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) & THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARDS.
 2. REFER TO RELATED ARCHITECTURAL, MECHANICAL AND STRUCTURAL DRAWINGS FOR RELATED INFORMATION.
 3. REFER TO THE SPECIFICATIONS FOR DATA NOT ON THE DRAWINGS.
 4. PROVIDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE WORK PRIOR TO BEGINNING THE WORK.
 5. WHEN INDICATED CONDUCTOR SIZES ARE SHOWN ON THE DRAWINGS, THEY SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC.
 6. WHEN INDICATED CONDUCTOR SIZES ARE SHOWN ON THE DRAWINGS, THEY SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC.
 7. ALL CONDUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC.
 8. PROVIDE QUANTITY AND TYPE OF JOISTS PER THE REQUIREMENTS OF THE NEC.
 9. ALL COMPONENTS LISTED AS "NOT IN CONTRACT" (N.I.C.) WILL BE PROVIDED AS PART OF A DIFFERENT CONTRACT AT A LATER DATE.

SYMBOL LIST

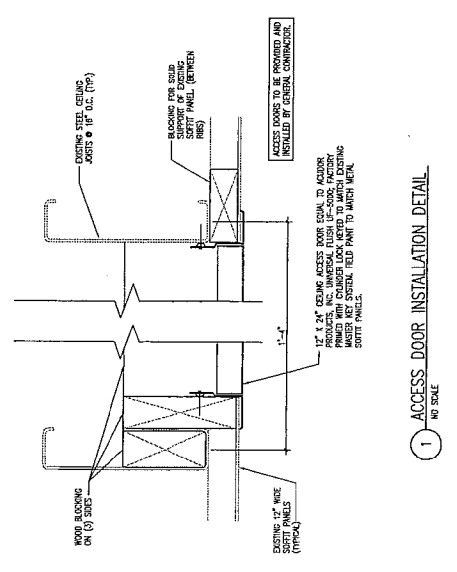
SYMBOL	DESCRIPTION	NOTES
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PEN WEIGHT LEGEND

SYMBOL	DESCRIPTION
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31	PEN WEIGHT FOR NEW DEVICES, LIGHT FIXTURES, ETC.
32	PEN WEIGHT FOR EXISTING DEVICES, LIGHT FIXTURES, ETC.
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99	PEN WEIGHT FOR NEW DEVICES, LIGHT FIXTURES, ETC.
100	PEN WEIGHT FOR EXISTING DEVICES, LIGHT FIXTURES, ETC.

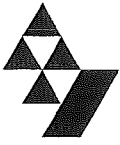


2 EXISTING TELECOM RACK ELEVATION
NO SCALE



1 ACCESS DOOR INSTALLATION DETAIL
NO SCALE

19 of 23



Green Livingston
Architecture
10000 W. 11th Street
Wichita, KS 67209
Tel: (316) 255-5500
Fax: (316) 255-5501
www.greenlivingston.com

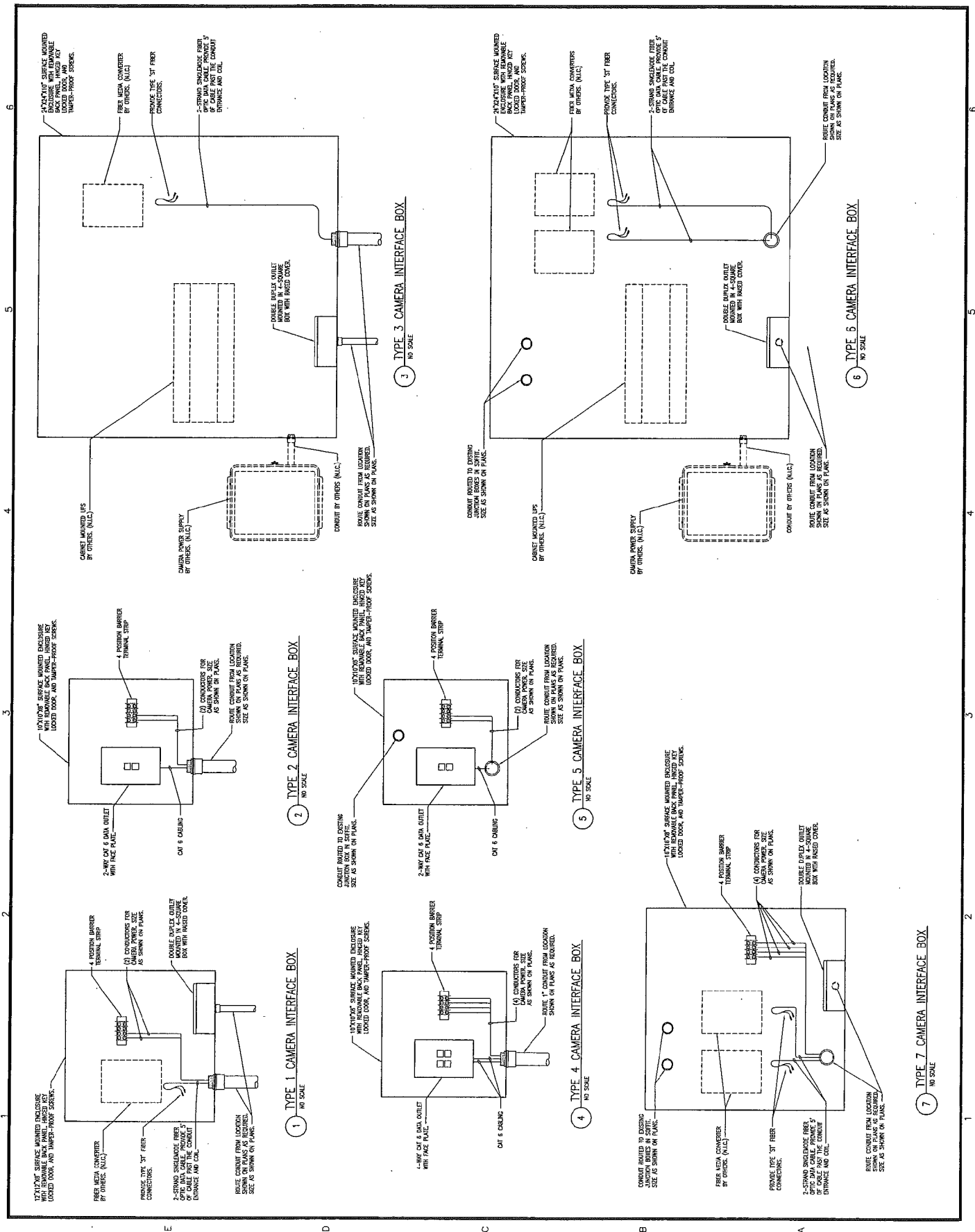
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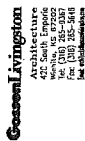
NORTH AIR CARGO FACILITY MID-CONTINENT AIRPORT Wichita, Ks.

Rev	Date	Description
1	12/22/2011	REVISED
2	12/22/2011	REVISED
3	12/22/2011	REVISED
4	12/22/2011	REVISED
5	12/22/2011	REVISED
6	12/22/2011	REVISED
7	12/22/2011	REVISED
8	12/22/2011	REVISED
9	12/22/2011	REVISED
10	12/22/2011	REVISED

DETAILS	
Job No. 10000-000	
Project 12/22/2011	
Drawn	Rev
Checked	Rev
Approved	Rev

E102B
12/22/2011
12/22/2011
12/22/2011
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12/22/2011
12/22/2011
12/22/2011
12/22/2011





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Patient Information:

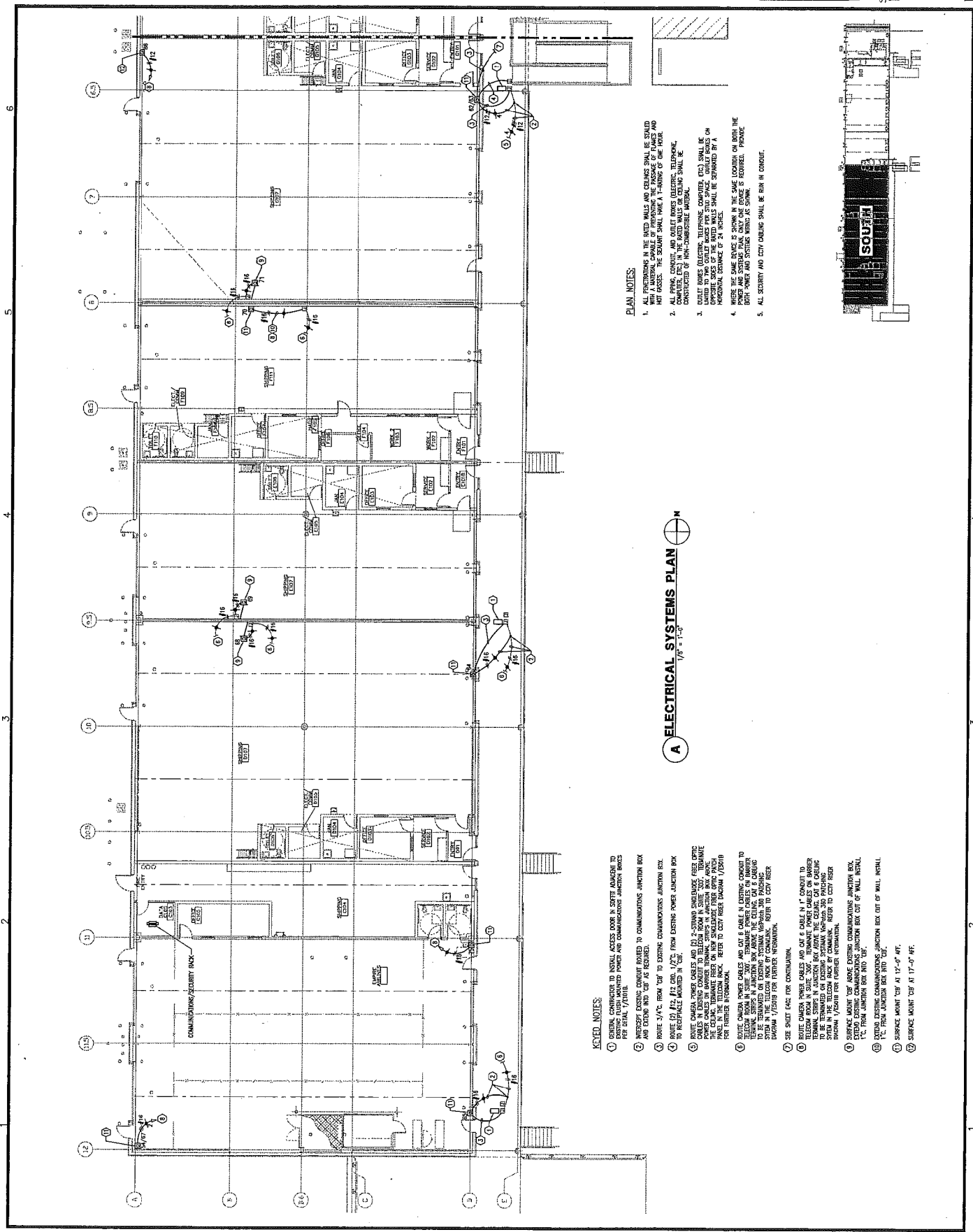
NORTH AIR CARGO FACILITY
MID-CONTINENT AIRPORT
Wichita, Ks.

Wichita, Ks.

[illegible]ELECTRICAL
SYSTEMS PLAN - SOUTH


Job No.	1049,200
Date	12/12/07
Quantity	NEM
Checked	DTH

E401B



PLAN NOTES:

1. ALL FERRITONS IN THE WATED WALLS AND CEILINGS SHALL BE SEALED AND NOT SPACES. THE SEIZANT SHALL HAVE A 1-INCH OF ONE HOUR.
2. ALL PHONE, CABLE AND OUTLET BOXES (TELEPHONE, TELEPHONE, COMPUTER, ETC.) SHALL BE SEALED. THE SEIZANT SHALL BE COMPLETED OF NON-COMBUSTIBLE MATERIAL.
3. WATED BOXES (TELEPHONE, TELEPHONE, COMPUTER, ETC.) SHALL BE ON THE WATED WALLS. THE SEIZANT SHALL BE SEALED BY A MODERATE SPACES OF THE WATED WALLS SHALL BE SEPARATED BY A MODERATE DISTANCE OF 24 INCHES.
4. WHERE THE SAME DEVICES IS SHOWN IN THE SAME LOCATION ON BOTH THE POWER AND SYSTEMS PLAN, ONLY ONE IS REQUIRED. PROVIDE BOTH POWER AND SYSTEMS WATING SHALL BE RUN IN CONDUIT.

A **ELECTRICAL SYSTEMS PLAN** $1/8" = 1'-0"$ 

- ## KEYED NOTES:

- [illegible]

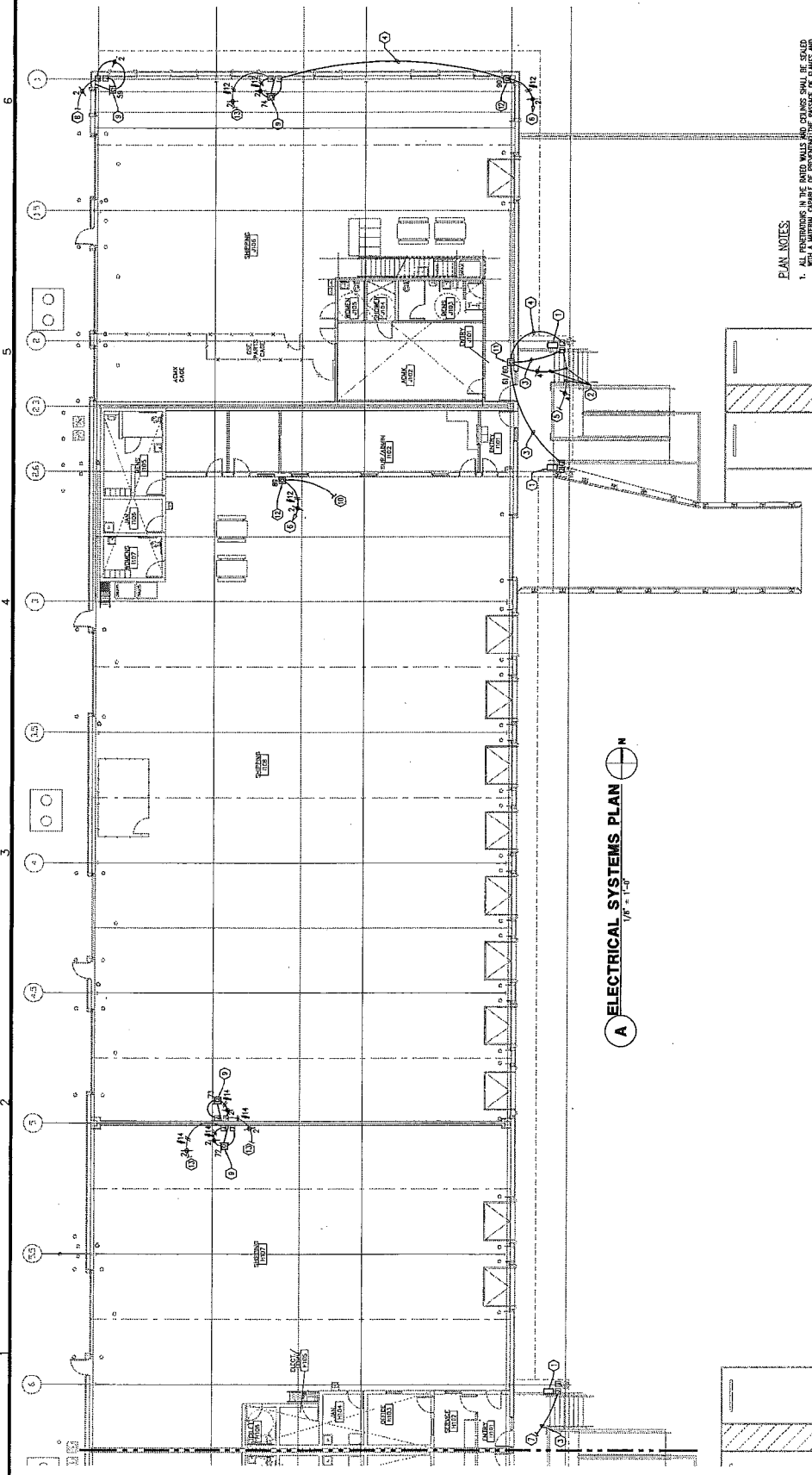
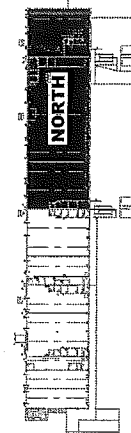
[illegible]

(21 AC 23)

NORTH AIR CARGO FACILITY
MID-CONTINENT AIRPORT
Wichita, Ks.

[illegible]ELECTRICAL
SYSTEMS PLAN - NORTH

Job No.	1049-200
Date	12/12/07
Drawn	NSM
Checked	NSM



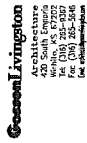
A ELECTRICAL SYSTEMS PLAN
 $1/8" = 1'-0"$

PLAN NOTES:

1. ALL FENDERBUSHES IN THE RAILED WALLS AND CEILING SHALL BE SEALED TO THE WALLS AND CEILING WITH AN ELASTIC SEALANT, SUCH AS SILICONE, AND NOT GASSES. THE SEALANT SHALL HAVE A LIFESPAN OF ONE YEAR.
2. ALL POWER, COMMUNIT, AND OUTLET BOXES ELECTRIC THEREAFTER, SHALL BE CONSTRUCTED OF NON-COMBUSTIBLE MATERIAL.
3. OUTLET BOXES BELONGING TO THE POWER, COMMUNIT, ETC. SHALL BE LIMITED TO TWO OUTLET BOXES PER TWO SQ. FT. OF SPACE. OUTLET BOXES ON OPPOSITE SIDES OF THE RAILED WALLS SHALL BE SPACED BY A MINIMUM OF 4 INCHES.
4. WHERE THE SPACE POINTS IS SHOWN IN THE SAME LOCATION ON BOTH THE POWER AND SYSTEM PAINT, ONLY ONE REDUCE IS REQUIRED. PROVIDE BOTH POWER AND SYSTEM PAINT AS SHOWN.
5. ALL SECURITY AND EASY CHAIRING SHALL BE RUN IN CONJUNCTION.

- [illegible]

7. ROUTE CABLE POWER CABLES AND 2-STRAND SINGLEDOME FIBER OPTIC CABLE IN 1" CONDUIT TO TELECOM STOPS IN JUNCTION BOX. TERMINATE POWER CABLES ON BARRIER TERMINAL STRIPS IN JUNCTION BOX ABOVE THE CEILING. TERMINATE FIBER ON NEW SINGLEDOME FIBER OPTIC PATCH PANEL IN THE TELECOM RACK. REFER TO CTV RISER DRAWING 1/150119 FOR FURTHER INFORMATION.
8. ROUTE 2-STRAND SINGLEDOME FIBER OPTIC CABLE IN EXISTING CONDUIT. TERMINATE FIBER ON NEW SINGLEDOME FIBER OPTIC PATCH PANEL IN THE TELECOM RACK. REFER TO CTV RISER DRAWING 1/150119 FOR FURTHER INFORMATION.
9. SEE SHEET 40418 FOR CONTINUATION.



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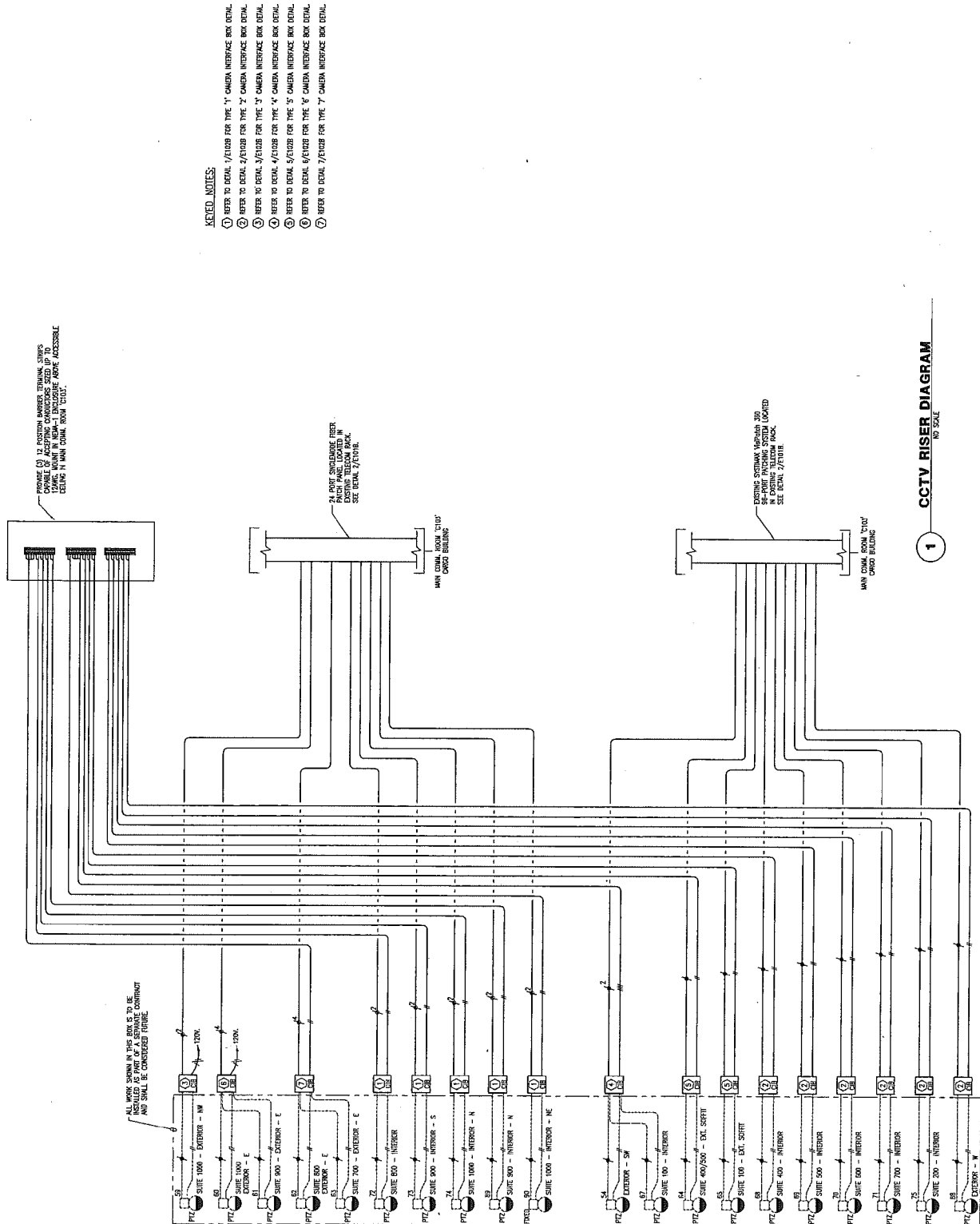
**NORTH AIR CARGO FACILITY
MID-CONTINENT AIRPORT
Wichita, Ks.**

[illegible]CCTV
RISER DIAGRAM

Job No.	1049.200
Date	12/12/07
Drawn	NSM
Checked	DEM

E501B

Dep. of



1 **CCTV RISER DIAGRAM**
NO SCALE

MSGID FROM A180357 (09-0706)/A102/A200/602/3
MSG AT MY 1055:11 0102-22-40 105 8005 PM
MSG AT MY 0723:11 0102-22-40 8205


(22 of 23)



SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.
Wichita, Kansas 67210
Phone 316-687-3110 / Fax 316-687-5853

Revised Proposal

TO: Gossen Livingston Architecture Attn: Rick Holbrook 420 South Emporia Wichita, Kansas 67202 FAX: (316) 265-5646	Job Name: North Air Cargo Facility – Provide additional security components for the east side OH doors per the RFP No. 36 documents.																													
	Location: Wichita Mid-Continent Airport																													
	Phone: (316) 265-9367	Date: 12/21/09 2/19/10																												
	CoW Project Number: 455365	Snodgrass Project No.: 28-012																												
We hereby submit an estimate for labor, material, and equipment to perform the work as follows: Provide additional security components for the east side OH doors. Work will be performed per the GLA RFP No. 36 documents. <u>Base Bid:</u> <table><tr><td>- Manage work (Snodgrass Construction).....</td><td>\$1,350.00</td></tr><tr><td>- Electrical work (Atlas Electric).....</td><td>\$61,237.69</td></tr><tr><td></td><td>Subtotal</td><td>\$62,587.69</td></tr><tr><td>- Overhead & Profit (15%).....</td><td>\$9,388.15</td></tr><tr><td>- Additional Bond at 1%.....</td><td>\$719.76</td></tr><tr><td></td><td>Total</td><td>\$72,696.00</td></tr></table> <u>Add for Alternate No. 1:</u> <table><tr><td>- Manage work (Snodgrass Construction).....</td><td>\$250.00</td></tr><tr><td>- Electrical work (Atlas Electric).....</td><td>\$12,872.20</td></tr><tr><td></td><td>Subtotal</td><td>\$13,122.20</td></tr><tr><td>- Overhead & Profit (15%).....</td><td>\$1,968.33</td></tr><tr><td>- Additional Bond at 1%.....</td><td>\$150.91</td></tr><tr><td></td><td>Total</td><td>\$15,242.00</td></tr></table> Clarifications: <ol style="list-style-type: none">1. Sales tax not included.2. Price includes provisions for Atlas Electric personnel badges.3. This work will require 9 weeks to execute after NTP. Additional time will be added if submittals are required. Add an additional week to the duration if Alternate No. 1 is accepted.4. All permits by others.5. Proposal price is based on the scope mentioned above, and attached sub quotes. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded. TOTAL <u>\$ 87,938.00</u> We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of: See price and itemization above. Payment to be made as follows: Upon completion of work. <div> Chris Oard Project Manager / Estimator</div> <div><u>2/18/10</u> Date</div> Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above. Date of _____ Authorized _____			- Manage work (Snodgrass Construction).....	\$1,350.00	- Electrical work (Atlas Electric).....	\$61,237.69		Subtotal	\$62,587.69	- Overhead & Profit (15%).....	\$9,388.15	- Additional Bond at 1%.....	\$719.76		Total	\$72,696.00	- Manage work (Snodgrass Construction).....	\$250.00	- Electrical work (Atlas Electric).....	\$12,872.20		Subtotal	\$13,122.20	- Overhead & Profit (15%).....	\$1,968.33	- Additional Bond at 1%.....	\$150.91		Total	\$15,242.00
- Manage work (Snodgrass Construction).....	\$1,350.00																													
- Electrical work (Atlas Electric).....	\$61,237.69																													
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	Total	\$72,696.00																												
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	Subtotal	\$13,122.20																												
- Overhead & Profit (15%).....	\$1,968.33																													
- Additional Bond at 1%.....	\$150.91																													
	Total	\$15,242.00																												

Chris Oard

From: Bryan Grosch [bgrosch@atlaselectricllc.com]
Sent: Monday, February 15, 2010 9:35 AM
To: Chris Oard
Subject: security up grade

Hi Chris here is the new quote to supply a 2nd I star controller that will handle 16 readers instead of 8 that is the only change I see price difference is \$2,095.00
+ 10% profit = \$2,304.00 So new price for Sec. is \$61,237.69 for Base and Alt 1 \$12,872.20. Let me know Thanks Bryan



General Livingdon
Architecture
1000 N. 10th St.
Wichita, KS 67202
Tel: (316) 262-1000
Fax: (316) 262-5046
info@generallivingdon.com

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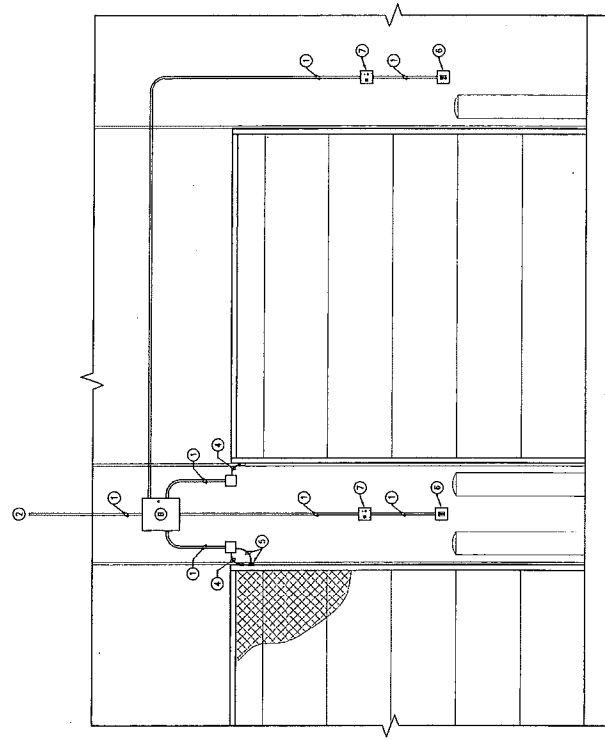
NORTH AIR CARGO FACILITY MID-CONTINENT AIRPORT Wichita, Ks.

Rev	Date	Description
1	11/21/00	101 DOOR SECURITY READING

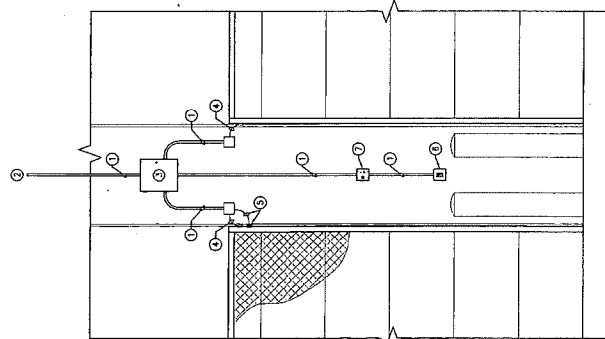
SECURITY DETAILS

Job No.	100000000
Rev.	12/12/02
Drawn	USA
Checked	USA
Proj.	

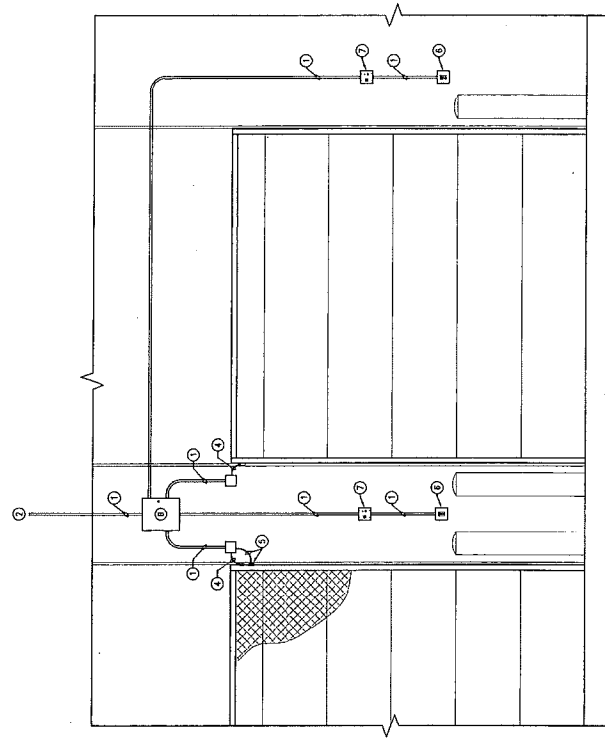
E105E



1
DOOR CONTROL DETAIL - ONE CARD READER
WITH ONE CONTROL ENCLOSURE (ONE DOOR)
NO SCALE



2
DOOR CONTROL DETAIL - ONE CARD READER
WITH ONE CONTROL ENCLOSURE (TWO DOORS)
NO SCALE



3
DOOR CONTROL DETAIL - TWO CARD READERS
WITH ONE CONTROL ENCLOSURE (TWO DOORS)
NO SCALE

KEYED NOTES:

- 1) 3/4" CROCKET
- 2) TO 1-500V CONTROLLER BY OR BY CHAIRMAN SHALL BE ROUTED IN CONFORMANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND AVAILABLE BY REMOVAL OF DOOR POSITION SWITCH COVER.
- 3) SOFTWARE HOUSE (FHM-1000-2) ENCLOSURE WITH (1) SOFTWARE HOUSE FHM-1000 DOOR CONTROL MODULE.
- 4) CONNECT DOOR POSITION SWITCH ON SILENT OVERHEAD DOOR WITH ARMED CABLE AS REQUIRED FOR FINAL CONNECTION.
- 5) PROVIDE, INSTALL AND CONNECT NEW OVERHEAD DOOR POSITION SWITCH ON SILENT OVERHEAD DOOR POSITION SWITCH IN THE EQUAL TO EXISTING OVERHEAD DOOR POSITION SWITCHES IN THE EXISTING DOOR POSITION SWITCHES AS REQUIRED FOR FINAL CONNECTION. PROVIDE AND INSTALL NEW DOOR POSITION SWITCHES AS REQUIRED FOR FINAL CONNECTION.
- 6) PROVIDE CARD READER W/KEYPAD.
- 7) DOOR MANUFACTURER SHALL PROVIDE OR APPROVED EQUAL (DOOR MANUFACTURER SHALL PROVIDE OR APPROVED EQUAL) TO EXISTING DOOR POSITION SWITCHES AS REQUIRED FOR FINAL CONNECTION. PROVIDE AND INSTALL NEW DOOR POSITION SWITCHES AS REQUIRED FOR FINAL CONNECTION.
- 8) SOFTWARE HOUSE (FHM-1000-2) ENCLOSURE WITH (2) SOFTWARE HOUSE FHM-1000 DOOR CONTROL MODULES.

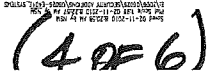


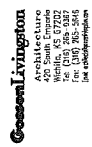
NW7 Coates Livingstone Associates, Inc.

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[illegible]ELECTRICAL
SYSTEMS PLAN - SOUTH

Job No.	1049.200
Date	12/12/07
From	NSM
Checked	DCH
E401E	
Dys. of	





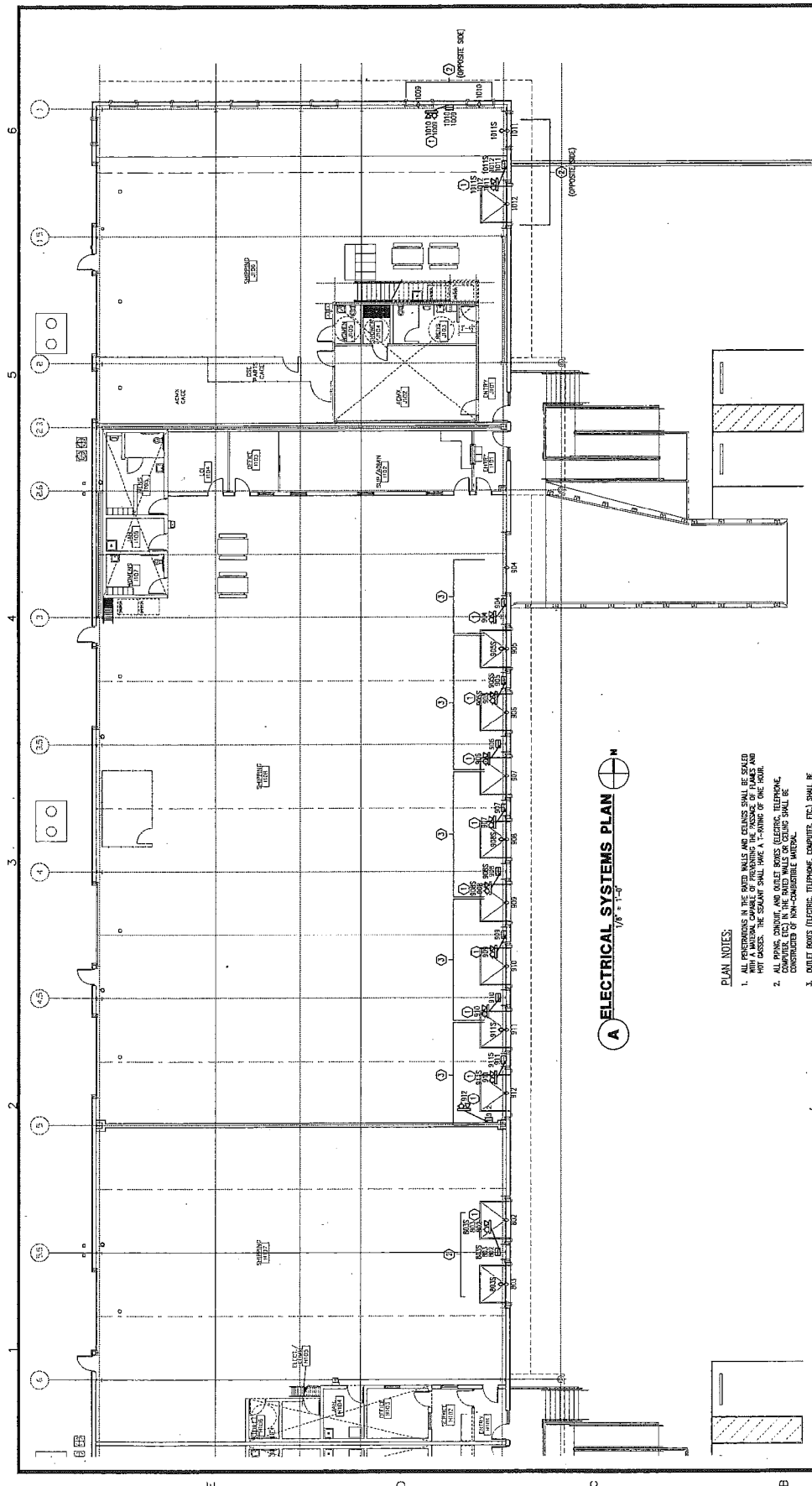
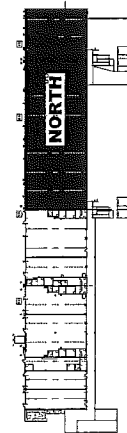
2007 Corson Livingston Associates, Inc.

NORTH AIR CARGO FACILITY
MID-CONTINENT AIRPORT
Wichita, Ks.

Wichita, Ks.

[illegible]ELECTRICAL
SYSTEMS PLAN -- NORTH

Job No.	1049.200
Back	12/12/07
Drawn	NEM
Checked	QCH



A **ELECTRICAL SYSTEMS PLAN** $\frac{1/8" = 1'-0"}{\text{N}}$ 

PLAN NOTES:

1. ALL PERMITTEES OF THE PAVED WALKS AND DRIVEWAYS SHALL BE SEIZED WITH A WARNING, CAPABLE OF PREVENTING THE VIOLATION OF PARKS AND HOT DRAGS. THE SEIZANT SHALL HAVE A FADING OF ONE HOUR.
2. ALL PARKING, DRIVEWAY, AND OUTLET ROADS (ELECTRIC, TELEPHONE, COMPUTER ETC.) IN THE PAVED WALKS SHALL BE SEPARATED BY A CONCRETE CURB OF ONE-THIRTY-THREE INCHES.
3. OUTLET ROADS (ELECTRIC, TELEPHONE, COMPUTER, ETC.) SHALL BE ON ONE SIDE OF THE PAVED WALKS. THE PAVED WALKS SHALL BE SEPARATED BY A HORIZONTAL SEIZANT OF 24 INCHES.
4. WHENCE THE SAME DRIVE IS SHOWN IN THE SAME LOCATION ON BOTH THE SIDE OF THE PAVED WALKS AND THE SIDE OF THE DRIVEWAY, PROVIDE BOTH POWER AND SYSTEMS (WATER, SEWER, GAS, ETC.) IN THE DRIVEWAY.
5. ALL SEIZANT AND CITY COUNCIL SHALL BE NEW IN CONDUCT.
6. CONTRACTORS SHALL FILL EXISTING EXISTING OF SEIZANT DRIVEWAYS.

SYMBOL LIST

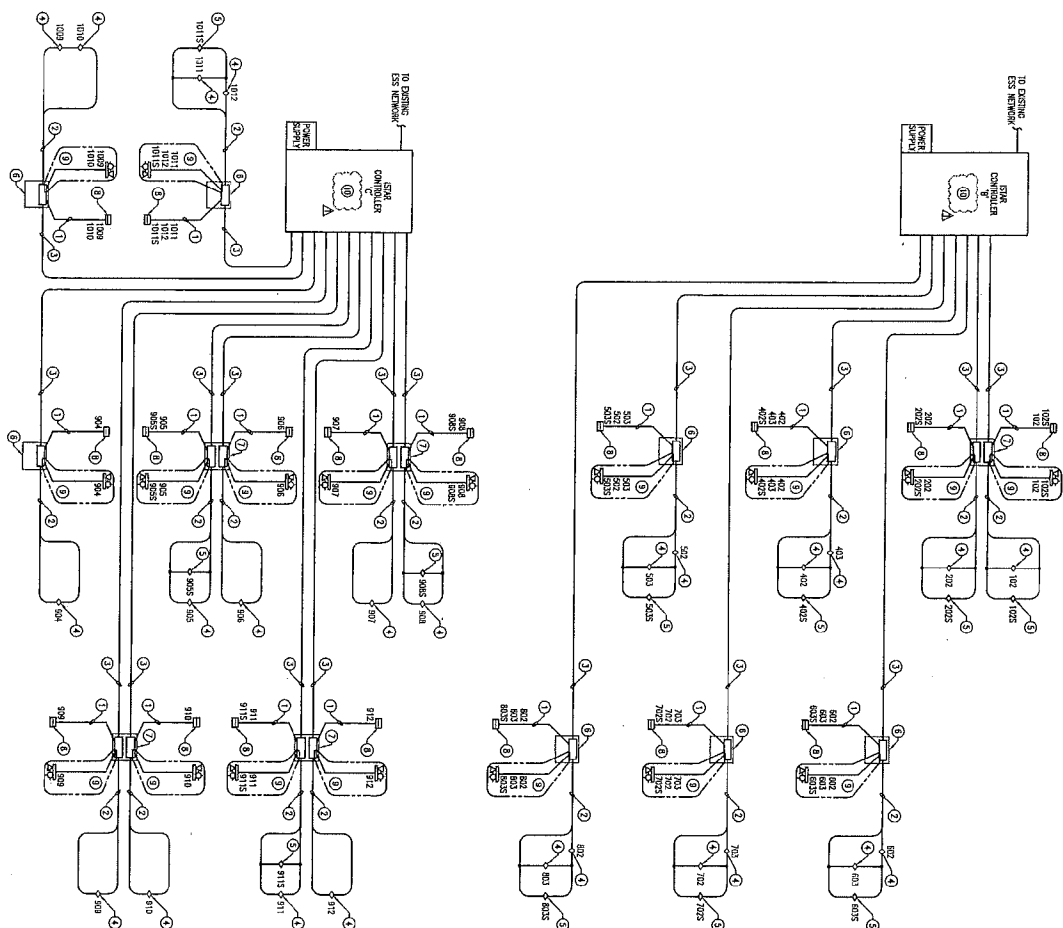
SYMBOL	DESCRIPTION	MOUNTING
DOOR	DOOR MANAGEMENT ALARM (400 ALT. F1)	WALL
DOOR	CARD READER	WALL
DOOR	SCREENED OVERHEAD DOOR POSITION SWITCH	OH DOOR
DOOR	EXIST. OVERHEAD DOOR POSITION SWITCH	OH DOOR

KEYED NOTES:

- ① DOOR MANAGEMENT ALARM TO BE PROVIDED AS PART OF ALTERNATE #1. PROVIDE A SEPARATE PRICE FOR ALL ADDITIONAL COMPONENTS REQUIRED TO ADD THIS DEVICE.
- ② SEE DETAIL 2/E105E FOR DEVICE MOUNTING REQUIREMENTS.
- ③ SEE DETAIL 3/E105E FOR DEVICE MOUNTING REQUIREMENTS.

(5 of 6)

(909)



1 ESS RISER DIAGRAM - ISTAR 'B' & 'C'

SYMBOL LIST		
SYMBOL	DESCRIPTION	LOCATIONING
ESG-xxx	DOOR MANUFACTURER ALUM. (ADD ALT. #)	WALL
□	CHD. FINISHER	WALL
xxx-0	SPEECHING OUTSIDE DOOR POSITION SWITCH	ON DOOR
xxx-0	EXIST. OUTSIDE DOOR POSITION SWITCH	ON DOOR

- ## NOTED NOTES:
- ① STRUTTER DAMP, A CONDUIT OVER ALL FIELD JOINTS. P-F-2002-200 OR APPROVED EQUAL.
 - ② SECOND 2000 INCHES STRUTTED P.W. ANCHOR P-F-1722-200 OR APPROVED EQUAL.
 - ③ SECOND 2000 INCHES STRUTTED P.W. ANCHOR P-F-1722-200 OR APPROVED EQUAL.
 - ④ SECOND 2000 INCHES STRUTTED P.W. ANCHOR P-F-1722-200 OR APPROVED EQUAL.
 - ⑤ EXISTING OVERHEAD DOOR REVISIONS: STRUTTER, REINFORCE DOORS FROM REINFORCED CONCRETE AS SHOWN.
 - ⑥ NEW OVERHEAD DOOR REVISIONS: STRUTTER, REINFORCE DOORS FROM REINFORCED CONCRETE AS SHOWN.
 - ⑦ STRUTTER DAMP, P-F-2002-200 OR APPROVED EQUAL.
 - ⑧ STRUTTER DAMP, P-F-2002-200 OR APPROVED EQUAL.
 - ⑨ STRUTTER DAMP, P-F-2002-200 OR APPROVED EQUAL.
 - ⑩ STRUTTER DAMP, P-F-2002-200 OR APPROVED EQUAL.
 - ⑪ STRUTTER DAMP, P-F-2002-200 OR APPROVED EQUAL.
 - ⑫ STRUTTER DAMP, P-F-2002-200 OR APPROVED EQUAL.
 - ⑬ STRUTTER DAMP, P-F-2002-200 OR APPROVED EQUAL.
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NORTH AIR CARGO FACILITY
MID-CONTINENT AIRPORT
Wichita, Ks.



Architectural
420 South Imperial
Wichita, KS 67202
Tel: (316) 265-9317
Fax: (316) 265-5646
E-mail: info@architectural.com

At such times, it is the exclusive property of Carson Lithopress Associates, Inc. and it will be the subject of suit in any way that the experts within counsel of Carson Lithopress Associates, Inc. determine, specification, ideas, designs and arrangements upon terms reasonable, the original and registered that of

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Δ	02/11/10	OL 3008 SECURITY REWARDS
11/24/09	OL 3008 SECURITY REWARDS	

SECURITY RISER DIAGRAM

Job No.	1049, 200
Date	12/12/07
Drawn	NSM
Checked	DEH

E502E

Pg. 4

City of Wichita
City Council Meeting
July 27, 2010

TO: Wichita Airport Authority

SUBJECT: KDOT Grant Agreement
Security Gate
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Kansas Department of Transportation (KDOT) Grant Application.

Background: This project will install a new access-controlled security gate on Jabara Road that will control access to the north hangars. This access control will be managed by the Airport's Fixed Base Operator, (FBO), Midwest Corporate Aviation, and will provide enhanced airfield security.

Analysis: As part of the new T-WORKS transportation bill, KDOT has implemented a special pilot program this summer that offers grants for eligible aviation projects that can be under contract and completed within six months. The grant from KDOT will provide funding for 50% of the project cost, currently expected to be approximately \$105,000. Due to a short notification period, the application was sent to KDOT by the July 16, 2010 deadline and notification of the submittal is provided herein.

Financial Considerations: Funding for a maximum amount of \$52,500 has been offered by the Kansas Department of Transportation for 50% of the eligible work. Staff will provide in-kind services to reduce the Airport's cash contribution. Since this project was not anticipated, the total project cost will be covered under the approved Capital Improvement Program by eliminating the Administration Building Parking Lot Rehabilitation project.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through the continued acceptance of grant funding which facilitates improvements to support the aviation community through appropriate security of the Airport System's capital assets and tenant facilities and equipment.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the grant application and the receipt of funds, and authorize the Director of Airports to sign all the documents related to the KDOT Grant Agreement.

Attachments: KDOT Grant Application.

Kansas Aviation System Plan – Pilot Program – Summer 2010
Kansas Airport Improvement Program
Application Form

Date July 14, 2010

Pilot Program ONLY

FY 2011.....☒ July 1, 2010-June 30, 2011 (Applications due July 16, 2010)

Applicant/Sponsor: Wichita Airport Authority

Airport Identifier: AAO

Project Category: ☐ Preservation ☐ Modernization ☒ Facilities & Equipment
☐ Planning

Project Description: Installing a security gate with access control at the north end of Jabara Road. The access control shall be connected and managed by Midwest Corporate Aviation (MCA), the Airport's Fixed Base Operator (FBO).

Approximately 75' of security fence will need replaced to accommodate the slider gates.

Concrete pavement will replace the deteriorated asphalt pavement.

Total Project Costs \$ 105,000

We understand that if the project is approved, the Kansas Department of Transportation will participate in the cost of construction and construction engineering at a rate of 90 percent for sponsors with a population less than 3,000, 75 percent for sponsors with a population less than 10,000 or 50 percent for sponsors with a population of 10,000 or greater, not to exceed \$500,000 of state funds (\$1,000,000 for new primary runways; \$750,000 for full-depth reconstruction of existing primary runway), planning grants may be available at a rate of 95 percent for any community. The Sponsor will be responsible for letting the contract for bids and supervising construction. Construction engineering is eligible for KDOT funding.

Sponsor's Contact Person John Oswald Title Airport Engineering & Planning Manager

Address 2173 Air Cargo Road Wichita, KS 67209

Phone 316-946-4715 Fax 316-946-1898 e-mail joswald@wichita.gov

Sponsor's Signature _____ Title Director of Airports

Additional information attached ~

COLONEL JAMES JABARA AIRPORT

KAIP PILOT PROGRAM APPLICATION

ADDITIONAL INFORMATION

(July 14, 2010)

GENERAL:

This project will replace a swing style gate on a road that is for access to the Airport's t-hangar complex. The existing gate is uncontrolled and usually stands open because 24 hour access is needed to the t-hangars.

The roadway is actually the decades old asphalt runway converted to the landside road when the new runway was open in the 1980's. The pavement condition is very poor and will need replaced to allow the slider gates to correctly operate as well as allow the pavement sensors to work for vehicles exiting the airfield.

BENEFITS DERIVED:

The access control equipment will be connected to the Fixed Base Operator, Midwest Corporate Aviation (MCA), to monitor and manage the system. MCA will control and document the distribution of the access control cards.

IN-KIND SERVICES:

Airport staff will commit to providing these services to the project:

- Concrete Pavement Construction
- Civil Design and Inspection Services

BENEFITS DERIVED:

Benefits derived from this project primarily related to airfield security where the local FBO will be able to have positive control and monitoring of the only unrestricted gate to the airfield.

The new gate will allow only those authorized by the FBO and Airport to have access to the t-hangars and the airfield.

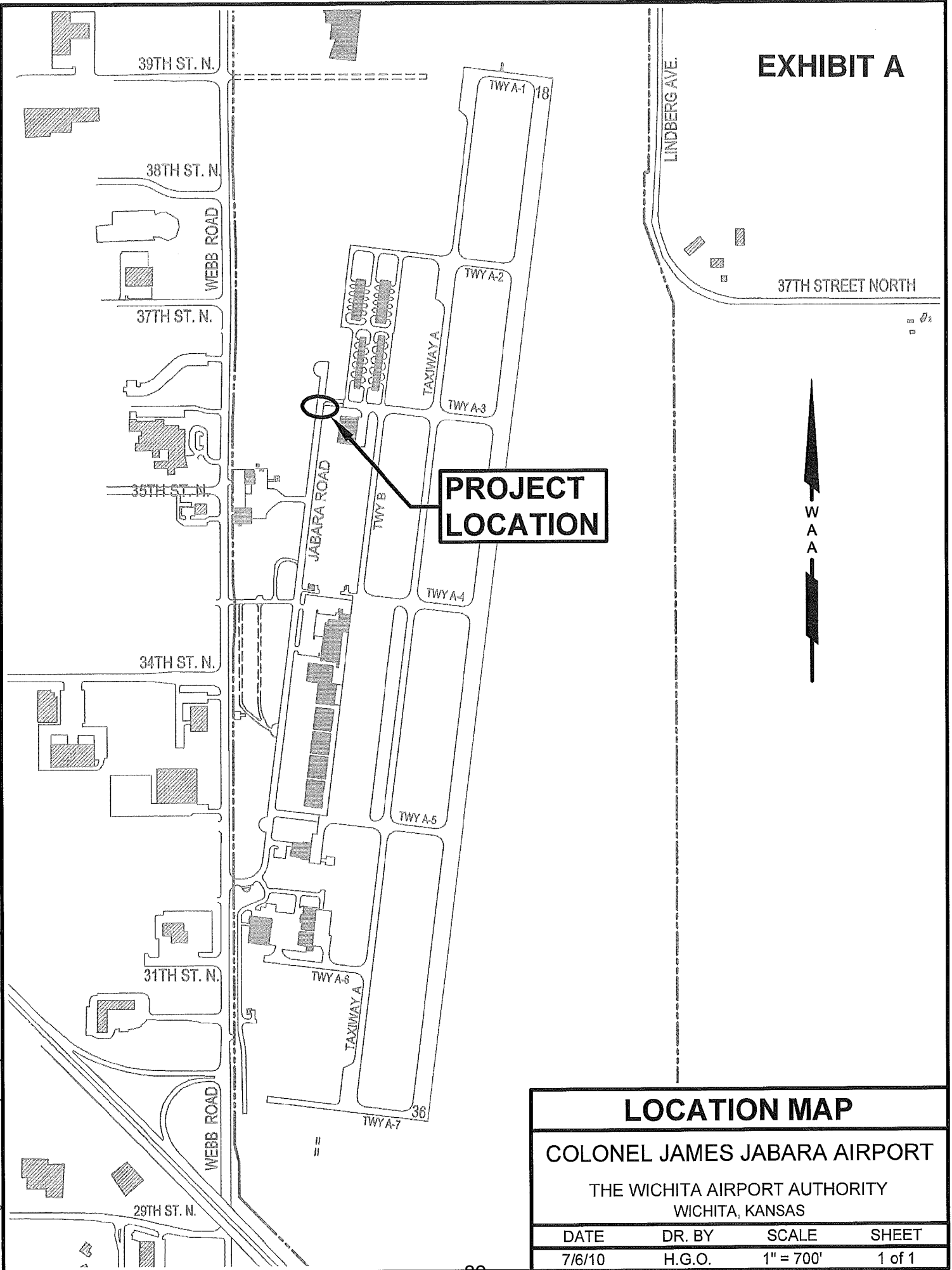
ATTACHMENTS:

Exhibit A – Location Map

Exhibit B – Site Plan

Exhibit C- Site photo

EXHIBIT A



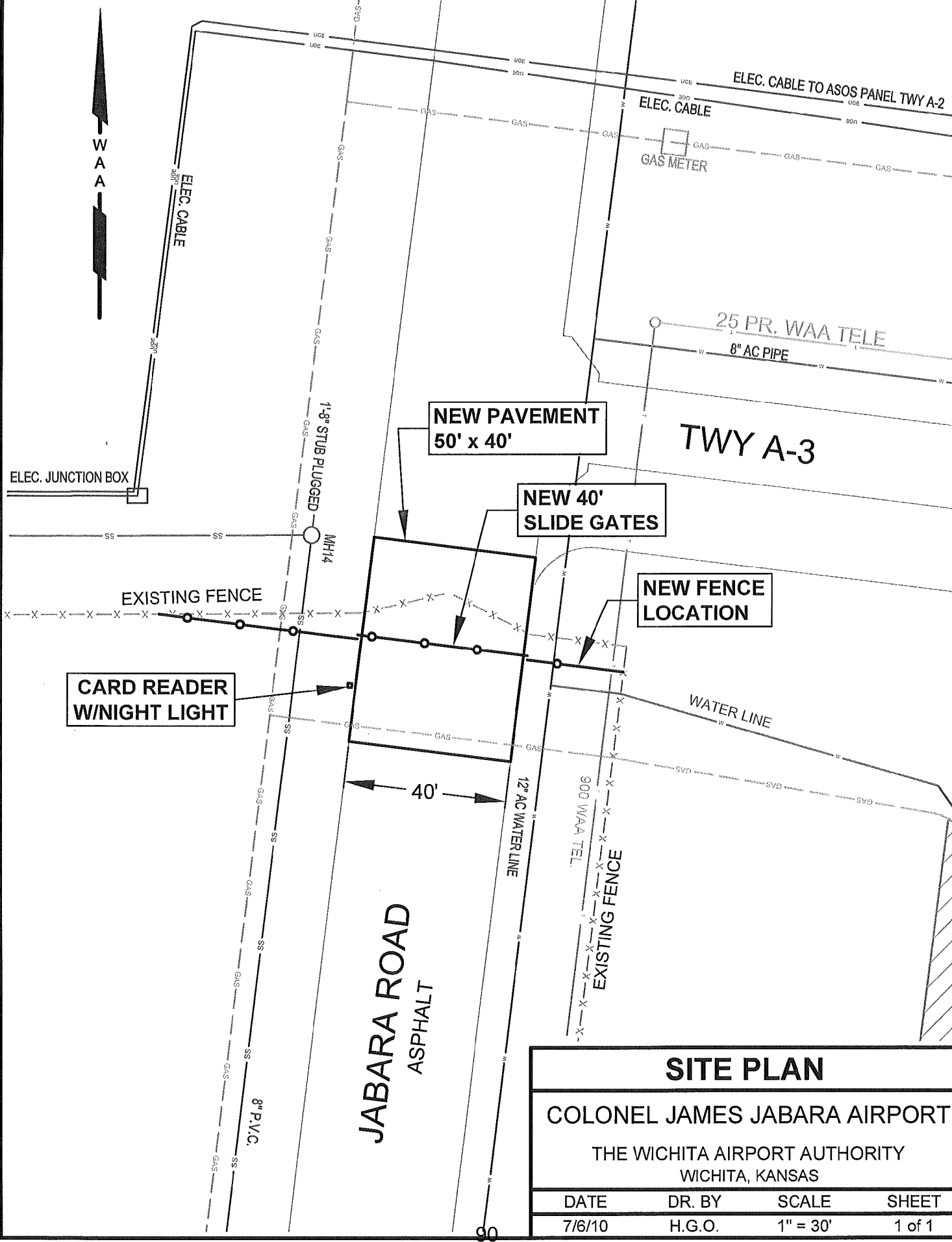
LOCATION MAP

COLONEL JAMES JABARA AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
7/6/10	H.G.O.	1" = 700'	1 of 1

EXHIBIT B



SITE PLAN			
COLONEL JAMES JABARA AIRPORT			
THE WICHITA AIRPORT AUTHORITY			
WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
7/6/10	H.G.O.	1" = 30'	1 of 1



EXHIBIT C

VIEW TO SOUTH

**City of Wichita
City Council Meeting
July 27, 2010**

TO: Wichita Airport Authority

SUBJECT: North Air Cargo Building
GLMV Architecture (formerly Gossen Livingston Associates)
Supplemental Agreement No. 3
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: On December 13, 2005 the Wichita Airport Authority approved the capital project to design and construct a new air cargo facility with a budget of \$8,265,000. At the same time, an agreement with Gossen Livingston Associates was approved for \$335,611 for design and bid phase services. On February 28, 2008 the construction-related services agreement, Supplemental Agreement No. 1, was approved in a not-to-exceed amount of \$173,270. During construction several modifications were necessary to accommodate tenant requirements. Supplemental Agreement No. 2 for additional design and construction related services to accommodate the requested changes was approved in the amount of \$60,039 on August 19, 2009.

Analysis: The Transportation Security Administration (TSA) will provide funding for security surveillance of cargo areas. Security Identification Display Area (SIDA) access on the Airport Operations Area (AOA) will be funded with airport revenues. These security changes will take advantage of current technology and allow for long-term efficiencies in manpower and cost savings. The additional cost for professional services is included in the project budget. Staff has prepared Supplemental Agreement No. 3 for design and construction phase services to accommodate the additional changes.

Financial Considerations: The cost of Supplemental Agreement No. 3 is a not-to-exceed amount of \$13,095. This project cost is covered within the current project budget.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements to allow tenant development and operations in a secure environment.

Legal Considerations: The supplemental agreement has been approved by the Law Department as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 3 with GLMV Architecture, and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 3.

SUPPLEMENTAL AGREEMENT NO. 3
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE WICHITA AIRPORT AUTHORITY, "OWNER",
AND
GLMV ARCHITECTURE, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated December 13, 2005, Supplemental Agreement #1 dated February 26, 2008 and Supplemental Agreement #2 dated August 18, 2010 between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to the North Cargo Building.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. SCOPE OF SERVICES

The description of the improvements that the OWNER intends to construct and thereafter called the "PROJECT" as stated within ARTICLE I of the referenced Contract is hereby amended to include the following:

TASK #1 - Providing design and construction phase services for the addition of access control to the east side overhead doors.

TASK #2 - Providing design and construction phase services for the installation of CCTV camera infrastructure.

B. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

Payment to the CONSULTANT for the performance of the professional services as outlined in this Supplemental Agreement and Exhibit A and shall be made on the basis of the fee specified herein; the total including reimbursable expenses shall not exceed \$13,095.00 and detailed as follows:

TASK #1

Design (Lump Sum)	\$3,132.00
Construction Services (Hourly Rate)	2,280.00
Expenses (Lump Sum)	50.00
Subtotal	\$5,462.00

TASK #2

Design (Lump Sum)	\$4,464.00
Construction Services (Hourly Rate)	3,144.00
Expenses (Lump Sum)	25.00
Subtotal	\$7,633.00

NOT TO EXCEED TOTAL **\$13,095.00**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2010.

ATTEST:


WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

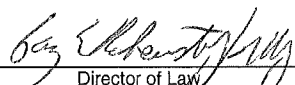
By: _____
Carl Brewer, President
"OWNER"

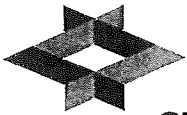
By: _____
Victor White, Director of Airports

ATTEST:

By: 
Rick Holbrook, AIA, CSI
Title: Vice President

By: _____
Title: _____

APPROVED AS TO FORM:  Date: 7-12-10
Director of Law



GLMVArchitecture

EXHIBIT A

June 10, 2010

via fax 946-1898 and mail

Mr. John M. Oswald, PE
Director of Engineering and Planning
Wichita Airport Authority
2173 Air Cargo Road
Wichita KS 67209

Subject: Revised Request for Design Fee Adjustment - Construction Phase Support

Project: North Air Cargo Facility
Wichita Mid-Continent Airport

Dear John:

This letter is to request adjustment to our Construction Administration Phase Fee Amount, for additional assistance with the Construction Phase of the Air Cargo Facility.

The Design Team has been requested to assist with two specific enhancements to the North Air Cargo Facility: electronic security for the east overhead doors and accommodations for future CCTV security cameras to be installed by a future contractor.

Our proposed Fees for these tasks are as follows and as outlined on the attached summary sheet:

PART A: OVERHEAD DOOR SECURITY

Task 1. Design of East Overhead Door Security:

Project Manager: 4 hours @ \$120 = \$480

Electrical Engineering: 34 hours @ \$78 = \$2,652

Expenses: \$50

Subtotal:

\$3,182

Task 2. Construction Phase Support for Overhead Door Security:

Project Manager: 6 hours @ \$120 = \$720

Electrical Engineering: 20 hours @ \$78 = \$1,560

Subtotal:

\$2,280

RECEIVED

JUN 14 2010

RECEIVED W.A.A.

JUN 14 2010

Mr. John M. Oswald, PE
June 10, 2010
Page 2

PART B: CCTV INFRASTRUCTURE:

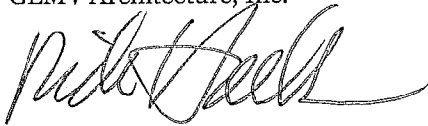
Task 3.	Design Provisions for CCTV Infrastructure:	
	Project Manager: 6 hours @ \$120 = \$720	
	Electrical Engineering: 48 hours @ \$78 = \$3,744	
	Expenses: \$25	
	Subtotal:	\$4,489
Task 4.	Construction Phase Support for CCTV Infrastructure:	
	Project Manager: 8 hours @ \$120 = \$960	
	Electrical Engineering: 28 hours @ \$78 = \$2,184	
	Subtotal:	\$3,144
<hr/>		
Total for Additional Effort:		\$13,095

Keep in mind that this effort is estimated, and the Airport Authority will only be invoiced for actual time and effort spent.

Please consider this request at your earliest opportunity. If you need additional information, please let me know.

Sincerely,

GLMV Architecture, Inc.



Rick Holbrook, AIA, CAI
Vice President

REH/cw

Enclosure (1 page)

c: 1049.201/1.1/1.6/REH

CONSTRUCTION PHASE SERVICES (S.A. #3)									
North Air Cargo Facility - Wichita Mid-Continent Airport									
GOSSEN LIVINGSTON ASSOCIATES, WITH PROFESSIONAL ENGINEERING CONSULTANTS and HNTB									
Task Description	Arch/PM	Arch	Arch/Drf	HNTB	Civil	Allowance	Mech.	Elect.	Expenses
PART A: OVERHEAD DOOR SEC.									Subtotal
1. East Overhead Door Security Design	4	0	0	0	0	0	0	34	\$50.00
2. East Overhead Door Constr. Phase	6							20	
PART B: CCTV INFRASTRUCTURE									
3. CCTV Camera Provisions Design	6	0	0	0	0	0	0	48	\$25.00
4. CCTV Camera Constr. Phase	8							28	
Total Hours Per Task	24	0	0	0	0	0	0	130	
Average Hourly Rate	\$120.00	\$90.00	\$70.00	\$97.37	\$65.51		\$78.00	\$78.00	
Total Fee per Discipline	\$2,880	\$0	\$0	\$0	\$0	\$0	\$0	\$10,140	
TOTAL PROPOSED ADDITIONAL FEE FOR DESIGN, CONSTRUCTION PHASE SERVICES and EXPENSES:									
									\$13,095
Assembled by: Rick Holbrook, VP									
GLMV Architecture									

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 27, 2010**

- a. SS #23 Relocation along I-135, Ph 2 (south of Central, east of Hydraulic) (468-84375/624087/ 655534) Traffic will be maintained using flagpersons and barricades. (District I,III) - \$14,110,000.00
- b. 2010 Condemned Sidewalk and Wheelchair Ramps (north of 63rd Street South, east of 151st Street West) (472-84912/132100/) Traffic will be maintained using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$163,360.00
- c. Bayside from the west line of Lot 15, Block 1 to the north line of Lot 1, Block 1, including a connection to West Street, sidewalk to be included along Bayside to serve Emerald Bay Estates 2nd Addition (north of 21st Street North, west of West Street) (472-84866a/766245/490263) Traffic will be maintained using flagpersons and barricades. (District VI) - \$326,000.00
- d. Main 6, Cowskin Interceptor Sewer Force Main to serve Southwest Passage & Red Rock Additions (south of Pawnee, west of 119th Street West) (468-84227/744208/480896) Does not affect existing traffic. (District IV) - \$180,000.00
- e. The cost of Mariposa, Pueblo and Sierra to serve Airport Industrial Addition (south of Kellogg, east of Ridge). (472-84646/766198/636221/660537/490-216/779-610/859-202) (District V). – Total Estimated Cost \$1,032,750.00

City of Wichita
City Council Meeting
July 27, 2010

TO: Mayor and City Council

SUBJECT: Petition for Street Paving in Steve Kelley 6th Addition (south of Kellogg, west of Maize) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new petition.

Background: On March 2, 2010, the City Council approved a petition for street paving in Steve Kelley 6th Addition. An attempt to award a construction contract within the budget set by the petition was not successful. The developer has submitted a new petition with an increased budget. The signature on the petition represents 100% of the improvement district.

Analysis: The project will provide street paving for a new residential development located south of Kellogg, west of Maize.

Financial Considerations: The existing petition totals \$43,000. The new petition totals \$55,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing street paving required for a new residential development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new petition, adopt the resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, petition and resolution.

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USE:

To Initiate Project

To Revise Project

1. Prepare in triplicate.

2. Send original & 2 copies to budget.

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department.

6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works	Eng	7/6/2010	Place Lake Court on State Highway Addition	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
NI-200424		2010		
9. Estimated Start Date (As Required)	10. Estimated Completion Date (As Required)	11. Project Revised		
12. Project Cost Estimate				12A.
ITEM	CO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & const.			\$55,000	\$55,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalks				
Water				
Streetscape				
Totals			\$55,000	\$55,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the Petition and Adopt Resolution				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

First Published in the Wichita Eagle on July 30, 2010

RESOLUTION NO. 10-204

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON LARK COURT FROM THE EAST LINE OF LARK, EAST TO AND INCLUDING THE CUL-DE-SAC (SOUTH OF KELLOGG, WEST OF MAIZE) 472-84889 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON LARK COURT FROM THE EAST LINE OF LARK, EAST TO AND INCLUDING THE CUL-DE-SAC (SOUTH OF KELLOGG, WEST OF MAIZE) 472-84889 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 10-043 adopted on March 2, 2010 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Lark Court from the east line of Lark, east to and including the cul-de-sac (south of Kellogg, west of Maize) 472-84889 Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to Fifty-Five Thousand Dollars (\$55,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2010, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

STEVE KELLEY 6TH ADDITION

Lots 1 through 6, Block A

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 6, Block A, STEVE KELLEY 6TH ADDITION shall each pay 1/6 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract

so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 27th day of July, 2010.

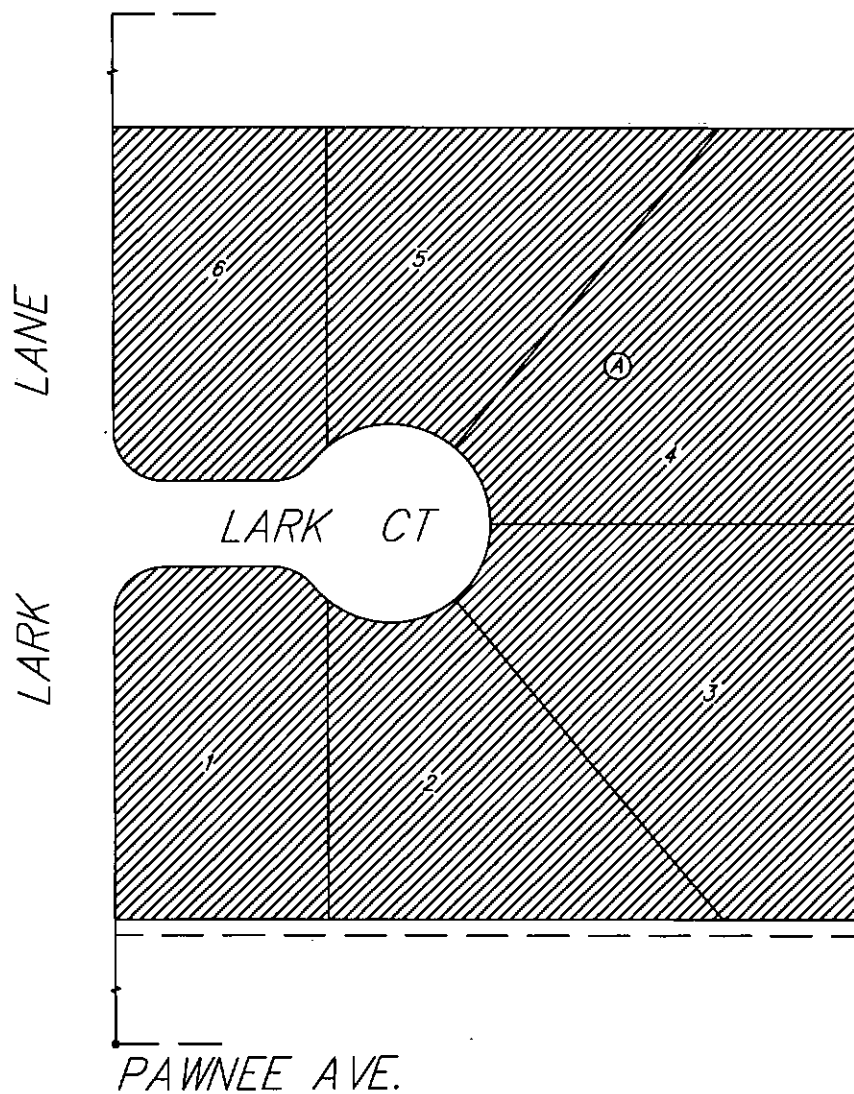
CARL BREWER, MAYOR

ATTEST:

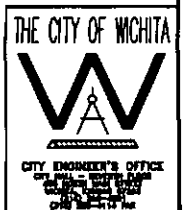
KAREN SUBLETT, CITY CLERK

(SEAL)

STEVE KELLEY 6TH TRACT



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



RECEIVED

PAVING PETITION

JUL 01 '10

CITY CLERK OFFICE REVISED

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

STEVE KELLEY 6TH ADDITION

Lots 1 through 6, Block A

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on Lark Ct. from the east line of Lark, east to and including the cul-de-sac.

472-84889 That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

- (b) That the estimated and probable cost of the foregoing improvement being Fifty-Five Thousand Dollars (\$55,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after February 1, 2010.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or

construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 6, Block A, STEVE KELLEY 6TH ADDITION shall each pay 1/6 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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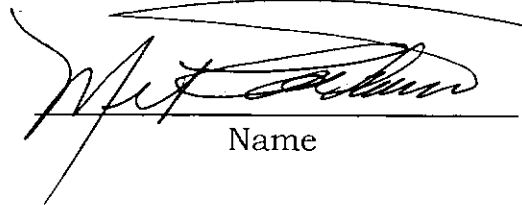
STEVE KELLEY 6TH ADDITION
Lots 1 through 6, Block A

Kelley Commercial, Inc.
F/K/A Kelley & Coleman, Inc.,
a/k/a Kelly & Coleman, Inc.

By: 
Stephen R. Kelley, President 7/1/10

AFFIDAVIT

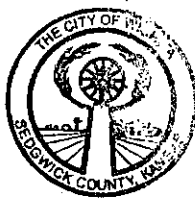
The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.


Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 12th day of July
2010.




Deputy City Clerk

City of Wichita
City Council Meeting
July 27, 2010

TO: Mayor and City Council

SUBJECT: Community Events – House of Schwan Employee Appreciation
District II

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Pam Irish, House of Schwan Special Events Director is coordinating with staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

House of Schwan Employee Appreciation, August 28, 2010 8:00 am – August 29, 2010 12:00 am
§ Comotara Street, 35th Street North to 37th Street North

The promoter will arrange to remove barricades as necessary to allow emergency vehicle access during entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
July 27, 2010

TO: Mayor and City Council

SUBJECT: Hold Harmless Agreement for Globe Engineering Company Inc.
(District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

.....

Recommendation: Approve the Hold Harmless Agreement.

Background: An agreement has been prepared to permit Globe Engineering Company, Inc. to construct a building canopy over an existing 20' utility easement between St. Paul and Custer Avenues, north of Harry Street.

Analysis: The agreement allows the City of Wichita to be held harmless from any and all claims resulting from the construction on the above property and for future claims related to public maintenance on the storm water sewer. Exhibit 1 shows the approximate location of the canopy over the easement.

Financial Considerations: There is no cost to the City.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing for improvements to existing development.

Legal Considerations: The agreement has been approved as to form by the Law Department..

Recommendation/Action: It is recommended that the City Council approve the Hold Harmless Agreement and authorize the necessary signatures.

Attachments: Hold Harmless Agreement.

HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2010, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND Globe Engineering Company, Inc., hereinafter called "OWNER"

WITNESSETH:

Whereas, the public has been granted a drainage easement 10.00 feet in width,

and

Whereas, Owner desires to occupy and construct improvements over the following described section of said easement, to wit;

A 10.00 feet wide portion of Lots 166, 168 and 170 of Richmond's 3rd Addition to the City of Wichita, Sedgwick County, Kansas the Centerline of which is more particularly described as follows:

Commencing at the Southeast corner of Lot 170 of Richmond's 3rd Addition to the City of Wichita, Sedgwick County, Kansas; thence with an assumed bearing of South 89°11'42" West along the South line of said Lot 170 a measured distance of 23.00 feet (Record) to the center line of an existing 10.00 feet Storm Sewer Easement (as recorded in Book 887, Page 41 Sedgwick County Records) for the point of beginning; thence North 00°58'03" West along the Centerline of said existing Storm Sewer Easement and being parallel with West line of the North-South Alley lying between Custer Avenue and St. Paul Avenue, 43.00 feet to the point of termination (said point being 3.00 feet North of the South line of Lot 166 of Richmond's 3rd Addition).

hereinafter referred to as **Tract "A"** (see attached Exhibit showing proposed sign location)

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties it is agreed as follows:

- (1) The City hereby agrees to permit the owner to occupy and construct improvements on, over and across the aforesaid drainage easement, and specifically waives any and all rights of action in law or equity against Owner, arising out of the Owner's occupancy and encroachment on and over said easement.
- (2) The Owner agrees that it will not begin construction of improvements, on, over and across the said easement without first obtaining the City's approval of any and all plans and specifications for such improvements.
- (3) In the event that a drainage or storm sewer line or other structure within the above described utility easement is planned or requires repair and/or maintenance and the same construction or repair is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A", the Owner shall be obligated to either (a) pay the costs to replace that portion of the structure within such encroachment; (b) remove the said encroachment and clear the said easement; or (c) pay the costs of tunneling under the encroachment to permit repair and/or maintenance of structure.
- (4) The Owner agrees to protect and indemnify the City and adjacent property owners against any increased cost that may accrue to them due to the necessity of construction of greater distance to avoid connecting beneath any improvements that may be built on, over and across said easement. In the event the Owner fails to provide such indemnification, the Owner agrees that the City may assess any cost incurred by it against the property of the Owner to Lot 1, Block , Country Walk 2nd Addition. Such assessment shall be in the manner described in K.S.A. 12-6a 17, as amended from time to time.

- (5) The Owner agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said structure within Tract "A" and which injury and/or damage is caused by the presence of the encroachment into Tract "A". The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the structure within the above described easement.
- (6) This agreement may be terminated by the City upon failure of the Owner to comply with all of the terms of this agreement.
- (7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any title holder of the within described premises, so long as the structure contemplated by this agreement is in existence.
- (8) This document created a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

Owner

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this ____ day of _____, 2010, before me, a Notary Public, in and fore said county and state, came Ronald F Ross, to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day year last written.

Notary Public

My Commission Expires: _____

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____ 2010, before me, a Notary Public, in and fore said county and state, came Carl Brewer, Mayor of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day year last written.

Notary Public
My Commission Expires: _____

Approved as to Form

Director of Law

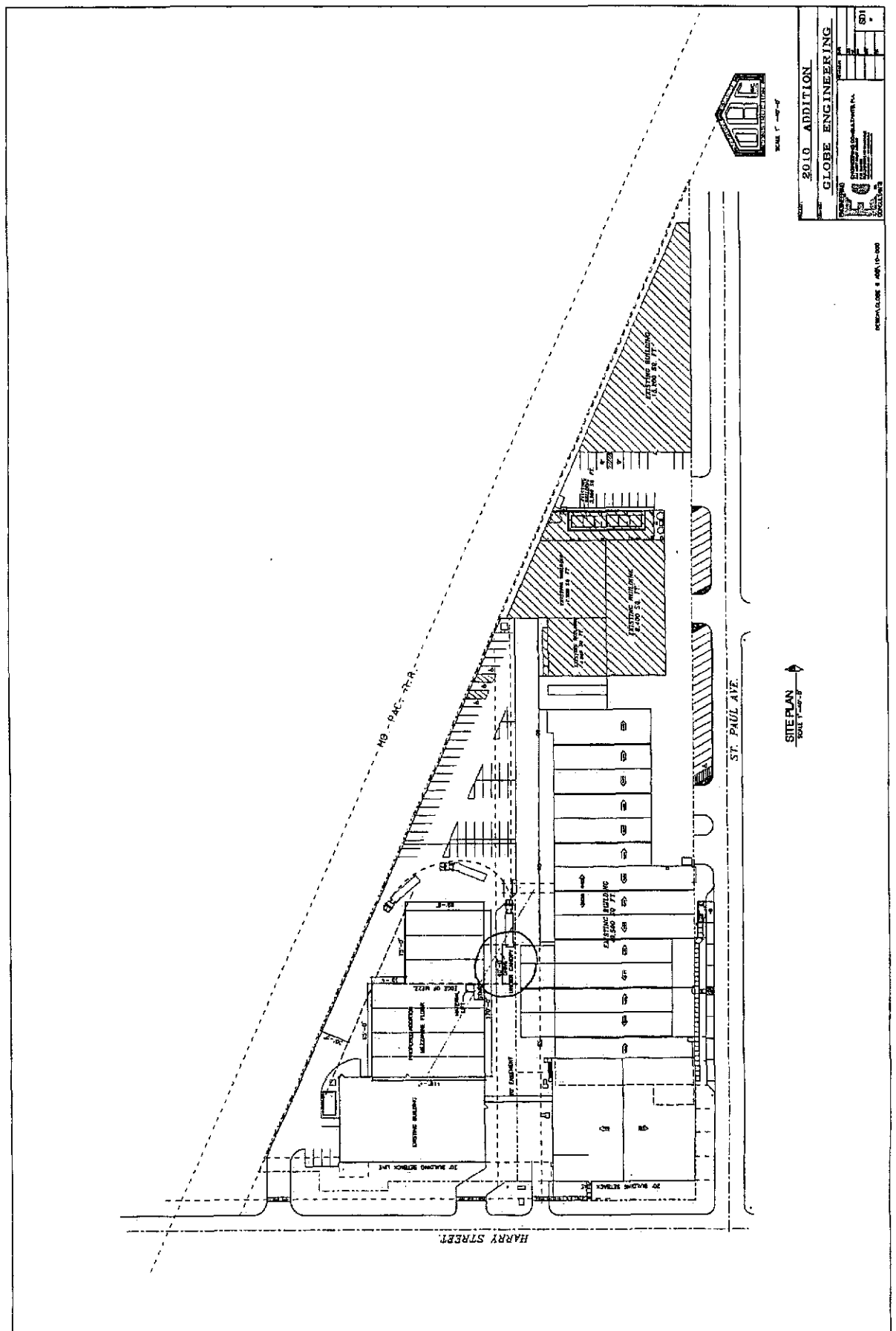
HOLD HARMLESS
DESCRIPTION

A 10.00 feet wide portion of Lots 166, 168 and 170 of Richmond's 3rd Addition to the City of Wichita, Sedgwick County, Kansas the Centerline of which is more particularly described as follows:

Commencing at the Southeast corner of Lot 170 of Richmond's 3rd Addition to the City of Wichita, Sedgwick County, Kansas; thence with an assumed bearing of South 89°11'42" West along the South line of said Lot 170 a measured distance of 23.00 feet (Record) to the center line of an existing 10.00 feet Storm Sewer Easement (as recorded in Book 337, Page 41 Sedgwick County Records) for the point of beginning; thence North 00°58'03" West along the Centerline of said existing Storm Sewer Easement and being parallel with the West line of the North-South Alley lying between Custer Avenue and St. Paul Avenue, 43.00 feet to the point of termination (said point being 3.00 feet North of the South line of Lot 166 of Richmond's 3rd Addition).

Dated May 18, 2010
Proj. No.: G2010-227

Daniel E Garber, RLS #683



City of Wichita
City Council Meeting
July 27, 2010

TO: Mayor and City Council

SUBJECT: Cheney State Park Management Contract (All Districts)

INITIATED BY: Department of Water Utilities

AGENDA: Consent

Recommendation: Approve the renewal of the Cheney State Park Management Contract between the Bureau of Reclamation (BOR), Kansas Wildlife and Parks (KWP) and the City of Wichita.

Background: Cheney Reservoir is a major water supply source for Wichita providing approximately 60% of Wichita's annual water supply. The BOR constructed Cheney Dam in 1965, with the City participating in funding the construction. As part of the contract between the City and the BOR, on January 18, 1961, the City assumed responsibility for the administration, development, operation and maintenance of the recreational aspects of Cheney Reservoir. On February 25, 1964, the BOR and the City entered into a second contract with KWP assigning the administration, development, operation and maintenance of the recreational aspects of Cheney Reservoir from the City to the KWP.

Analysis: The 1964 contract was for twenty-five years with the potential for a 25 year renewal. The second 25 year renewal was exercised and the current contract will expire on February 25, 2014. KWP and the City desire to enter into a new agreement with a 50 year term. A copy of the proposed agreement is attached.

Financial Consideration: There is no cost to the City of Wichita for the administration, development, operation or maintenance of the recreational aspects of Cheney Reservoir by KWP under the proposed lease.

Goal Impact: This contract addresses the Efficient Infrastructure goal by maintaining and optimizing public facilities and assets.

Legal Considerations: The Law Department has approved the contract as to legal form.

Recommendations/Actions: It is recommended that the City Council approve the contract and authorize the necessary signatures.

Attachments: Contract for Administration and Development of Recreation Facilities and Resources at Cheney Reservoir.



RECLAMATION

Managing Water in the West

Assignment Agreement
among the
**United States of America, Bureau of
Reclamation**
Kansas Department of Wildlife and Parks
and the
City of Wichita, Kansas

**Administration and Development
of
Recreation Facilities and Resources
at
Cheney Reservoir, Wichita Project, Kansas**

**U.S. Bureau of Reclamation
Great Plains Region
Oklahoma-Texas Area Office**

Agreement No. 10-XX-6H-0052

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WICHITA PROJECT, KANSAS

ASSIGNMENT AGREEMENT AMONG THE UNITED STATES OF AMERICA,
KANSAS DEPARTMENT OF WILDLIFE AND PARKS,
AND THE CITY OF WICHITA, KANSAS
FOR THE ADMINISTRATION AND DEVELOPMENT
OF RECREATIONAL FACILITIES AND RESOURCES
WITHIN THE CHENEY RESERVOIR AREA

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Signature Page

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Exhibit "A" - Map of RECREATION AREA

ASSIGNMENT AGREEMENT AMONG THE UNITED STATES OF AMERICA,
KANSAS DEPARTMENT OF WILDLIFE AND PARKS,
AND THE CITY OF WICHITA, KANSAS
FOR THE ADMINISTRATION AND DEVELOPMENT
OF RECREATIONAL FACILITIES AND RESOURCES
WITHIN THE CHENEY RESERVOIR AREA

THIS AGREEMENT, made and entered into this day of , 2010, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Act of September 14, 1960 (Public Law 86-787, 86th Congress; 74 Stat. 1026) which authorized the Cheney Division of the Wichita Project, hereinafter termed "Project", and the Federal Water Project Recreation Act of July 9, 1965, Public Law 89-72, as amended, by and among the UNITED STATES OF AMERICA, hereinafter termed "United States", acting through the Department of the Interior, Bureau of Reclamation, hereinafter termed "Reclamation", represented by the officer executing this instrument on its behalf, successor officers or duly authorized representatives, the KANSAS DEPARTMENT OF WILDLIFE AND PARKS (formerly the Kansas State Park and Resources Authority), acting pursuant to authority of Chapter 74, Article 45, General Statutes of Kansas, 1961 Supplement, hereinafter termed "Department", and the CITY OF WICHITA, KANSAS, organized and existing pursuant to the laws of the State of Kansas, hereinafter termed "City".

WITNESSETH, THAT:

WHEREAS, the United States owns lands and interests in lands for Cheney Reservoir located in Sedgwick, Reno, and Kingman Counties, Kansas; and

WHEREAS, the City heretofore, under the provisions of Article 17 of Contract No. 14-06-500-538 dated January 18, 1961, assumed responsibility for the administration, development, operation, and maintenance of the recreational aspects of Cheney Reservoir; and

WHEREAS, the Federal Water Project Recreation Act authorizes Reclamation to enter into agreements with non-federal public bodies for the purpose of administering and developing Federal lands and facilities for recreation and other purposes; and

WHEREAS, Reclamation, the Department, and the City entered into Contract No. 14-06-500-1010 dated February 25, 1964 to assign the administration, development, operation, and maintenance of the recreational aspects of Cheney Reservoir from the City to the Department, as contemplated in Section 7 of the Act of September 14, 1960 and Article 17 of the 1961 contract; and

WHEREAS, the Department and the City desire to enter into a new assignment agreement for the administration, development, operation, and maintenance of the recreational aspects of Cheney Reservoir that would supersede the February 25, 1964 contract.

NOW, THEREFORE, the parties hereto agree as follows:

1. PURPOSE

A. As provided for in Article 17. of Contract No. 14-06-500-538, the City and Reclamation make available to the Department to administer for public outdoor recreation use, subject to the terms and conditions of this Agreement, the land and water areas identified on Exhibit "A" as "RECREATION AREA", attached hereto and made a part hereof.

B. Reclamation makes no warranty as to title in the United States of the land and water areas made available to the Department under the terms of this Agreement.

C. The Department hereby accepts the rights and responsibilities assigned by the City and Reclamation to administer a portion of the Cheney Reservoir Area for public recreation purposes, without warranty of title, in accordance with terms of this Agreement subject to the obligation of Reclamation to defend such title as is held by the United States.

2. TERM OF AGREEMENT

The term of this agreement shall be fifty (50) years from the date first written above, unless terminated sooner as provided herein. Not later than two years prior to expiration of this agreement, the parties hereto may negotiate a new administration, operation, maintenance, and development agreement. Execution of this agreement supersedes and/or terminates all existing agreements for the management of public recreation and recreation facilities at Cheney Reservoir.

3. GENERAL PROVISIONS

A. Subject to the terms, conditions, limitations, exceptions, and reservations contained in this Agreement, the Department hereby accepts responsibility for the administration, development, operation and maintenance, and replacement of public recreation facilities, and other related improvements and resources within the RECREATION AREA.

B. In taking over the administration, operation, and maintenance obligations in this Agreement, the Department acknowledges that it has inspected all land and water areas covered by this Agreement and is aware of all hazardous or potentially hazardous conditions existing thereon. The Department shall be solely responsible for taking all steps reasonably necessary to protect the safety of persons and property in the land and water areas covered by this Agreement from all hazards existing at the time this Agreement is executed or which may thereafter arise.

C. The Department shall promptly make any and all repairs to facilities of the RECREATION AREA, including replacement of facilities thereon or therein, which are necessary to protect the health and safety of the public using the RECREATION AREA or necessary for the proper care, operation, and maintenance of the RECREATION AREA. In case of neglect or failure of the Department to make such repairs within 90 days following written notification by Reclamation, Reclamation may cause the repairs to be made, and the cost thereof shall be paid by the Department as prescribed by Reclamation.

D. Reclamation may elect to transfer the care, operation, and maintenance of the RECREATION AREA and any facilities thereon from the Department to the City at any time that the Department violates any term of this Agreement and fails to take corrective action satisfactory to Reclamation within 180 days after written notification by Reclamation of the specific violation. Reclamation will give written notice to the Department and the City of such election and the effective date thereof. Thereafter, during the period of operation by the City, the Department shall reimburse the City on a quarterly basis, subject to the availability of Department funds, the cost of operation and maintenance of the RECREATION AREA, including needed replacement of facilities, as prescribed in notices from Reclamation to the Department. The care, operation, and maintenance of the RECREATION AREA may be retransferred to the Department in the manner originally transferred.

E. This Agreement is subject to all existing easements or rights, and easements or rights subsequently granted, for roadways, mineral operations, and utilities located within the RECREATION AREA.

F. This Agreement is subject to the right of properly authorized officers, assignees, agents, employees, licensees, permittees, and lessees of Reclamation to enter the RECREATION AREA at any time without charge for the purpose of enforcing, protecting, and exercising the rights reserved to Reclamation and those not party to this Agreement.

G. Grants of land or land-use rights, including permits to utilize surface overlying oil, gas, and minerals leased to third parties and including utility or pipeline rights-of-way, may be issued by Reclamation after consultation with the Department.

H. The Department shall comply with the provisions of all existing and future applicable Federal, state and local laws, rules, and regulations, and Reclamation policies and Directives and Standards, pertaining to rights and responsibilities of the Department under this Agreement.

4. RULES AND REGULATIONS

The Department will, within the limits of its authority, adopt and enforce rules and regulations for the public recreation use of the RECREATION AREA as are necessary and desirable to protect the health and safety of persons using the area, for the preservation of law and order, and for the protection of facilities and natural and cultural resources. Said rules and regulations will be consistent with applicable Federal, state and local laws, rules and regulations, Executive Orders, and Reclamation policies currently in place or as may be adopted in the future. Where variations exist, the most stringent law, rule, regulation, Executive Order, or Reclamation policy will be the required standard.

5. RECLAMATION USE PARAMOUNT

The rights of the Department under this Agreement are subordinate to the rights of Reclamation, its agents, employees, or assigns, relating to use of the RECREATION AREA. Public use of the RECREATION AREA may be restricted whenever Reclamation determines that such restriction is necessary in the interest of Project operations, public or resource safety, or national security.

6. SOIL AND WATER CONSERVATION

The Department will take all reasonable measures necessary to minimize siltation and erosion; protect land and water resources; prevent and suppress fire; protect against the introduction and spreading of noxious weeds and other pests, including domestic or feral animals detrimental to natural resources, agriculture or public health and safety; and control noxious weeds and pests as necessary. The Department shall include suitable provisions for such controls in all licenses and permits issued, or contracts entered into, by the Department.

7. RESOURCE MANAGEMENT PLAN

There is no existing or planned Reclamation Resource Management Plan (RMP) on the date that this Agreement is executed. Until such time as an RMP is completed for the Project, the Department will follow all applicable existing and future Department and Reclamation policies and procedures related to the planning, administration, management, operation, and maintenance of the RECREATION AREA, pursuant to this Agreement.

8. THIRD PARTY CONTRACTS AND PERMITS

A. The Department may issue and administer third party permits or concession contracts to improve the RECREATION AREA for public-use purposes. The Department shall submit all such contracts and permits to Reclamation for its review and written approval before issuance. Reclamation shall not unreasonably withhold such approval. The contracts and permits shall contain language subjecting the rights and privileges thereunder to all terms, conditions, exceptions, and reservations in this Agreement; shall recognize the right of paramount use by Reclamation of the RECREATION AREA for Project purposes; and shall include releases and indemnification to and for the United States, its officers, agents, employees, contractors, and assigns for and on account of the construction and operation and maintenance of the Project. The contracts and permits shall not include any provisions that convey easement interest or any other real property interested in project land owned by the United States.

B. No concession contract or permit entered into or granted by the Department shall purport to transfer or convey any interest in the land, water or any public facilities; and, the right given to the Department to enter into such contracts and permits shall not be construed as a right to grant or convey an interest in the land, water, or any public facilities. No assignment or transfer of a concession contract or permit or interest therein, whether as security or otherwise, shall be effective until such assignment or transfer has been reviewed and approved in writing by Reclamation. All concession contracts issued by the Department must comply with Reclamation's Concession Management Policy and Directives and Standards.

C. Said concession contracts and permits shall also provide that, in the event of the termination of this Agreement, Reclamation will not stand in the stead of the Department as grantor for the remainder of the term of said contract. In the event of such Agreement termination and at Reclamation's discretion, Reclamation, or the City with Reclamation approval, may issue a new concession contract to the existing concessionaire that is in compliance with Reclamation's Concessions Management Policy and Directives and Standards. Reclamation will not issue a new contract if the concessionaire is in default of any term or

condition of the Department issued contract and/or is operating in violation of the Concessions Management Policy and Directives and Standards.

D. The term for a concession contract or permit may not extend beyond the term of this Agreement. In general, the term of such contracts or permits should be as short as possible and based on economic factors and conditions. Reclamation will work with the Department to determine appropriate lengths of term.

E. Concessionaires, contractors and permittees shall be required to comply with all applicable provisions of Federal, state and local laws, rules and regulations, Executive Orders, and Reclamation Policies, in force now or as may be promulgated or changed in the future.

F. In accordance with Reclamation Policy LND PO4, the Department shall not issue, or allow to be issued, directly or through the actions of its concessionaires or permittees, new permits or other forms of agreements that allow for private exclusive uses, such as, but not limited to, cabins, homes, clubs, organized camps, boat docks, landscaping, patios, decks, or porches. This prohibition does not apply to the Department or its duly appointed concessionaires from developing facilities or services in accordance with the intent of this Agreement. Private exclusive facilities developed as part of a concession operation that provide benefits to the general public do not fall under the prohibition. Private exclusive uses, if any, existing at the time this Agreement is executed shall be phased out as soon as possible within the terms of the existing private exclusive use agreement.

G. The Department may enter into basic service contracts without prior review and written approval of Reclamation. Such contracts may include, but not necessarily be limited to, services for normal maintenance of the area, trash removal and disposal, toilet pumping, general grounds maintenance, etc.

9. TRANSFER OF CONCESSIONAIRE'S INTEREST

If for any reason concessionaires or permittees of the Department shall cease to be authorized to conduct the operations provided for in a concession contract, and such operations are to be conducted by a successor, the existing concessionaire's interest in the concession and any corresponding possessory interest shall be transferred to the successor as outlined in the document entitled Reclamation's Concession Management Policy and Directives and Standards, LND 04-02, or equivalent Department guidelines.

10. FEES AND CHARGES

A. The Department may charge reasonable recreation entrance and user fees for use of the RECREATION AREA or any facilities constructed thereon; Provided, That Reclamation may periodically review such fees to ascertain the reasonableness thereof. All revenues received by the Department for the use of the RECREATION AREA shall be accounted for through general accounting procedures.

B. The Department will periodically cause an audit to be made by the State of Kansas's auditor or qualified accountant of its books and accounts and shall submit to Reclamation a

report of each such audit setting forth the accountant's findings respecting the revenue, income, and other receipts and the expenditure for operation and maintenance to the RECREATION AREA and all facilities in connection therewith. Revenues derived from licenses and permits required by Kansas law and user fees relating only to State of Kansas financial requirements shall not be included as revenue within the meaning of this paragraph.

11. USE OF REVENUES

A. The Department shall maintain such accounting records as are necessary to satisfy the requirements of this Agreement. These accounting procedures shall identify revenues generated from the use of the RECREATION AREA and expenses directly related to the Department's management of the RECREATION AREA. These may include administrative costs and overhead charges.

B. Revenues as referred to in this Article shall mean receipts from recreation entrance and user fees charged by the Department and/or fees received from concession operations. The Department shall account for all revenues and expenditures. Revenues shall be utilized in accordance with Kansas state law to cover annual operation, maintenance, and replacement costs and for the development of new facilities. Revenues collected by the Department in excess of the Department's expenditures at the RECREATION AREA, if any, shall be paid to Reclamation within 90 days after the end of the Department's fiscal year. However, if so requested by the Department, Reclamation may approve the carryover of such excess revenues for expenditure by the Department in subsequent years for the purpose of future development of the RECREATION AREA in accordance with approved development plans and/or an RMP.

C. On the termination of this agreement, any and all remaining revenues in excess of expenditures, if any, shall be paid to the United States in full within 30 days after such termination.

12. REPORTS BY DEPARTMENT

Upon request, the Department shall submit to Reclamation a report of public use of the RECREATION AREA and of facilities provided for public use. In addition, the Department shall furnish Reclamation any other information regarding its management, operation, and maintenance of the RECREATION AREA as may be requested.

13. EXAMINATION OF RECORDS

The Comptroller General of the United States or any duly authorized representatives, or the Secretary of the Interior or duly authorized representatives shall have access to and the right to examine any pertinent books, documents, papers, and records of the Department involving transactions related to this Agreement.

14. CONSTRUCTION AND DEVELOPMENT

A. The Department shall be responsible for developing site plans, detailed drawings and construction specifications for all new public recreation facilities or improvements constructed under this Agreement and shall submit them to Reclamation for its prior review and written

approval. Said site plans shall be prepared in sufficient detail for Reclamation to complete its review of the proposed development. Any approval, disapproval, or requirements for modification of said plans and specifications by Reclamation shall be transmitted to the Department in writing.

B. No permanent buildings for human habitation will be installed in the RECREATION AREA below elevation 1453.4 MSL. No sanitary facilities will be installed below elevation 1429.0 MSL.

C. The Department shall keep a current and accurate inventory of facilities and improvements installed or constructed at its own expense. Title to such facilities which are constructed by the Department in the future as additions to the existing recreation development shall remain with the Department. Upon termination of this Agreement, the removal of such property will be in accordance with Article 19. C. of this Agreement.

15. LIABILITY OF CONTRACTORS AND PERMITTEES

A. The Department shall require all contractors and permittees to carry such public liability and property damage insurance as is customary among prudent operators of similar businesses or operations, or for such similar uses of Federal lands under comparable circumstances.

B. The Department shall require all contractors and permittees to assume full responsibility for any and all liability arising out of or in any way connected with their activities on or uses of Federal lands, and they shall agree to indemnify and save harmless the United States or its agents and assignees from any and all such liability.

C. The Department shall require all contractors and permittees to present current and accurate copies of said insurance policies to Reclamation, that the United States be identified as an additional insurant, and that the insurance companies shall have no right of subrogation against the United States.

16. MANAGEMENT REVIEWS

Upon request of either the Department or Reclamation, the parties hereto agree to meet periodically to review and inspect the management, operation, and maintenance of the RECREATION AREA. The purpose of these reviews is to ensure that management, operation, and maintenance procedures are adequate and consistent with the purposes of this Agreement and to identify and correct deficiencies and problems, if any. The Department agrees to correct all deficiencies within specified time periods set forth in Articles 3. C. and 3. D.

17. UTILITIES AND WASTE DISPOSAL

A. The Department shall provide or contract for operation of all electrical power, potable water, sewage facilities, and other utilities required for the safe public use of the RECREATION AREA.

B. The Department will provide litter control and trash removal in all areas of the RECREATION AREA to the extent necessary to maintain the RECREATION AREA in a safe

condition for public recreation use. The Department will properly dispose of all waste, discarded or abandoned items, and debris generated by its operation and maintenance activities. Said waste, debris, etc. will be disposed of or recycled in a properly permitted disposal or recycling facility outside of the Project boundaries.

18. TRESPASS AND UNAUTHORIZED USE

The Department has the primary responsibility for identifying and preventing trespass and unauthorized uses in the RECREATION AREA. The Department will, in cooperation with Reclamation, take all reasonable measures necessary to identify, investigate, and resolve incidents of trespass and unauthorized use. The Department will immediately notify Reclamation upon discovery of a trespass or unauthorized use.

19. TERMINATION

A. Reclamation may terminate the whole or any part of this Agreement at any time that the Department violates any provision of this Agreement and fails to take corrective action satisfactory to Reclamation within 180 days after written notification by Reclamation of the specific violation.

B. The Department may terminate this Agreement by giving written notice to Reclamation with or without assigning its reason or reasons therefor. Such termination shall become effective two (2) years from the date written notice is given.

C. On or before the date of termination of this Agreement or its relinquishment by the Department, the Department shall vacate the premises, remove its property therefrom, and restore the premises to a condition satisfactory to Reclamation. If, however, this Agreement is revoked by Reclamation, the Department shall have 90 days to vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as Reclamation may designate. In either event, if the Department shall fail or neglect to remove its property and so restore the premises within the time periods cited above, then its property shall become the property of the United States without compensation therefor, and no claim for damages against Reclamation or its officers or agents shall be created by or made on account thereof. Reclamation may restore the premises and bill the Department for any and all costs associated with the restoral.

20. INCIDENT REPORTING

The Department will investigate, or cooperate in the investigation by the agency having jurisdiction, all incidents involving death, serious injury or property damage, hazardous material spills, or other incidents of a serious nature in the RECREATION AREA. The Department will immediately report to Reclamation on the date the event occurs, or is made known to the Department, any accident or incident resulting in a death, serious injury or hazardous material spill. For all incidents, the Department shall provide Reclamation copies of written reports describing the nature of the death, spill, injury or damage, the date of occurrence, the cause if appropriate or known, and if appropriate, the estimated costs of repair, and the estimated date of repair. Hazardous Material Spills will be reported to the appropriate agencies as required by existing and future Federal, state and local laws, rules and regulations as well as to Reclamation.

21. USE OF WATER BY DEPARTMENT

A. The Department may, subject to Kansas water law, use water in the RECREATION AREA (both groundwater and reservoir water) for public recreational purposes, including irrigation of developed recreation areas, to the extent water is available.

B. When the Department furnishes water to the public, it will furnish only potable water which meets appropriate Federal, state, and local health standards. Reclamation does not warrant the quality of reservoir water as to its suitability either for domestic purposes or for human consumption.

22. MATERIALS AND MINERALS

A. Reclamation has the right to remove from the RECREATION AREA any and all materials necessary for construction, operation, and maintenance of the Project; Provided however, That such removal of the material does not interfere with recreation improvements completed by Reclamation or by the Department.

B. Mineral, oil, and gas exploration and development will be conducted in accordance with existing and future Federal laws and amendments thereto and State rules and regulations.

C. Reclamation shall notify the Department as to proposed testing, exploration, and development of mineral resources. Reclamation shall submit mineral stipulations to the Department for review. The Department shall notify Reclamation of any comments or recommendations on the stipulations or submit additional stipulations for consideration by Reclamation. The Department shall not interfere with oil, gas, or mineral leases during the testing, exploration, and development of mineral resources in the RECREATION AREA. No payment, unless specified in the mineral lease, shall be collected by the Department for any damage to or loss of natural vegetation, wildlife, mineral material, or for soil disturbance occurring in the RECREATION AREA which might result from operation, development, or construction activities conducted under the authority of an oil, gas, or mineral lease.

23. HOLD HARMLESS - LIABILITY

A. The Department shall hold harmless the United States, its officers, agents, and employees, and the City from legal liability for damages of any nature whatsoever, arising out of any actions or omissions by the Department, its officers, agents and employees connected with the development, management, operation, maintenance, or use by anyone of a public recreational facility in the RECREATION AREA where such liability is caused by an error or omission of the Department, its officers, agents or employees.

B. Within thirty (30) days of receipt by either party of any claim for liability arising from actions within the scope of this Agreement, the party receiving the claim shall notify the other party of such claim and provide a copy of the claim to the other party, if it is in written form. Nothing in this Article shall be construed to limit the right of either party to assert such affirmative defenses and file such cross complaints as may be appropriate in relation to any claim affecting the liability of such party.

24. RESOURCE PROTECTION AND POLLUTION PREVENTION

A. The Department shall comply with the provisions of all applicable existing and future Federal, state and local laws, rules, and regulations, and Reclamation policies and Directives and Standards, pertaining to the protection of environmental, natural, and cultural (archeological) resources within the RECREATION AREA.

B. Hazardous Materials and Waste Management

1. The design, construction, and operation of the facilities, and the provision of services under this Agreement, shall be performed in a manner that prevents, identifies, and reduces pollution at the source. The Department shall comply with all applicable existing and future Federal, state and local laws and regulations, and Reclamation policies and Directive and Standards and any promulgated and enacted laws and regulations during the term of this Agreement concerning any hazardous material that may be used, produced, transported, stored or disposed of within the RECREATION AREA.

2. The Department may not knowingly allow, and shall take necessary steps to prevent, contamination of lands, water or facilities within the RECREATION AREA by hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial/commercial waste, petroleum products, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants. In the event of such contamination of lands, water or facilities within the RECREATION AREA, the Department shall immediately take steps to contain, control, and clean-up such contamination.

3. The Department shall immediately report to Reclamation any hazardous material/pesticide situation which may or does result in pollution or contamination of land, water, or facilities within the RECREATION AREA.

4. Any violation of any of the provisions of this section by the Department shall make the Department liable for the cost of full and complete remediation and/or restoration of any Project resources or facilities that are adversely affected as a result of a violation.

5. Reclamation agrees to provide information necessary for the Department, using reasonable diligence, to comply with the provisions of this section.

6. The Department will include the provisions of this section in any third party or concession contracts or agreement pursuant to this Agreement.

7. If the Department wants to use any pesticides within the RECREATION AREA, it must submit a written Pesticide Use Proposal (PUP) to Reclamation, and receive written approval, prior to using any pesticide. If an Integrated Pest Management (IPM) Plan has been developed for the RECREATION AREA, all pesticide use shall be in accordance with the provisions of the plan.

25. NOTICES

A. Any notice, demand, or request required or authorized by this Agreement to be given or made to or upon Reclamation shall be deemed properly given or made if delivered by mail, postage-prepaid, to the Area Manager of the Oklahoma-Texas Area Office.

B. Any notice, demand, or request required or authorized by this Agreement to be given or made to or upon the Department shall be properly given or made if delivered by mail, postage-prepaid, to the Secretary, Kansas Department of Wildlife and Parks.

C. Any notice, demand, or request required or authorized by this Agreement to be given or made to or upon the City shall be properly given or made if delivered by mail, postage-prepaid, to the Mayor, City of Wichita, Kansas.

D. The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this section for other notices.

26. AUTHORITY OF FUNDS

The performance of all obligations of Reclamation created by this Agreement or arising therefrom shall be subject to the availability of funds for such purposes. The performance of all obligations of the Department created by this Agreement or arising therefrom shall be subject to the laws of the State of Kansas and shall be subject to the availability of funds for such purposes.

27. MODIFICATION OF AGREEMENT

A. This Agreement may be modified, amended, or superseded at any time upon mutual written agreement by the parties hereto.

B. If any portion of this Agreement is rendered null and void as a result of applicable laws, regulations, Executive Orders, Reclamation Policy, court rulings, etc., all remaining portions of this Agreement will remain in full force and effect, provided the voided portion or portions do not affect the primary purposes of this Agreement.

28. EQUAL OPPORTUNITY

A. During the performance of this Agreement, the Department agrees as follows:

1. The Department will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Department will take affirmative action to insure that applicants are employed, and that the employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Department agrees to

post in conspicuous places, available to employees and applicants for employment, notices to be provided by Reclamation setting forth the provisions of this nondiscrimination clause.

2. The Department will, in all solicitations or advertisements for employees placed by or on behalf of the Department, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

3. The Department will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by Reclamation advising the said labor union or workers' representative of the Department commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Department will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Department will furnish all information and reports required by said amended Executive order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by Reclamation and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Department's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Department may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive order and such other sanctions may be imposed and remedies invoked as provided in said Executive order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Department will include the provisions of paragraphs 1. through 7. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of said amended Executive order so that such provisions will be binding upon each subcontractor or vendor. The Department will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions of noncompliance; Provided, however, That in the event the Department becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Department may request Reclamation to enter into such litigation to protect the interests of Reclamation.

B. Inclusion of the above nondiscrimination clause in subcontracts may be by reference to Section 201 of Executive Order No. 11246, as amended, dated September 24, 1965. Subcontracts below the third tier, other than subcontracts calling for construction work at the site of construction, are exempt from the requirement of the clause.

C. 1. Definitions:

(a) The term "Department" shall mean the employees, agents, lessees, sublessees, and contractors, and the successors in interest.

(b) The term "Facility" shall mean any and all services, facilities, privileges, accommodations, and activities available to the general public and permitted by this Agreement.

2. The Department shall not:

(a) Publicize any Facility operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, or national origin;

(b) Discriminate by segregation or other means against any person because of race, color, religion, sex, or national origin in furnishing or refusing to furnish such person the use of any such Facility.

3. The Department shall post the following notice in such a manner where any Facility is available so as to insure that its contents will be conspicuous to any person seeking employment or use of any Facility. Such notice will be furnished the Department by Reclamation.

NOTICE

THIS IS A FACILITY OPERATED IN AN AREA
UNDER THE JURISDICTION OF THE UNITED STATES
DEPARTMENT OF THE INTERIOR.

NO DISCRIMINATION BY SEGREGATION OR OTHER
MEANS IN FURNISHING OF ACCOMMODATIONS,
FACILITIES, SERVICES, OR PRIVILEGES ON THE BASIS OF
RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN IS
PERMITTED IN THE USE OF THIS FACILITY. VIOLATIONS
OF THIS PROHIBITION ARE PUNISHABLE BY FINE,
IMPRISONMENT, OR BOTH. COMPLAINTS OF VIOLATIONS
OF THIS PROHIBITION SHOULD BE ADDRESSED TO THE
UNITED STATES DEPARTMENT OF THE INTERIOR,
WASHINGTON, D.C. 20240.

4. The Department shall require in all of its contracts or other forms of agreements for the operation of a Facility pursuant to this Agreement, inclusion and compliance with provisions identical with those stated in subsections 1., 2., 3., and 4. herein.

29. OFFICIALS OR EMPLOYEES NOT TO BENEFIT

No member or delegate to Congress or Resident Commissioner, and no officer, agent, or employee of the Department of the Interior, or official or employee of the Department shall be admitted to any share or part of this Agreement, or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Agreement if made with a company or corporation for its general benefit.

30. ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

The Department shall not assign this Agreement or any interest therein without written consent of Reclamation. The provisions of this Agreement shall apply to and bind the successors and assigns of Reclamation and the successors and assigns of the Department.

31. PRIOR AGREEMENTS

It is agreed that this Agreement shall supersede Contract No. 14-06-500-1010 dated February 25, 1964.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written as described on page three.

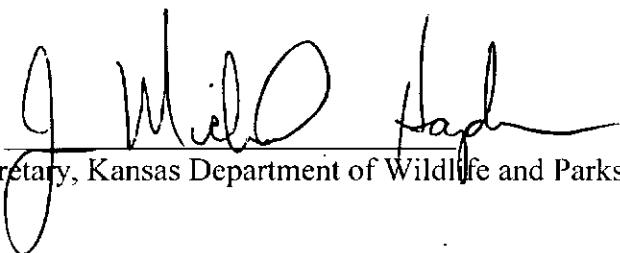
BUREAU OF RECLAMATION

CITY OF WICHITA, KANSAS


By: _____
Area Manager, Oklahoma-Texas Area Office

By: _____
Mayor, City of Wichita, Kansas

KANSAS DEPARTMENT OF WILDLIFE
AND PARKS:

By: 
Secretary, Kansas Department of Wildlife and Parks

APPROVAL AS TO FORM


Gary Reberstorf, Director of Law

CITY OF WICHITA
City Council Meeting
July 27, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1522 West 47th Street South for the 47th Street South from Meridian to Seneca Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 9, 2008, the City Council approved funding to acquire right-of-way for a project to improve 47th Street South from Meridian to Seneca from two lanes with open ditches to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed in the available right of way. Ditches will be replaced with a curb and gutter storm water system and sidewalks will be built along both the north and south sides of 47th. The property at 1522 West 47th Street South is zoned for residential and improved with a single family residence. It is necessary to acquire a 20 foot strip of land consisting of 2,420 square feet together with a temporary construction easement consisting of 1,645 square feet. The improvements are removed from the proposed acquisition area however there are damages to landscaping, trees and the driveway.

Analysis: The seller rejected the appraised offer of \$5,000 and agreed to convey the necessary land for \$5,520. The \$5,000 offer consists of \$1,700 for the right-of-way, or \$0.70 per square foot; \$100 for the temporary easement, or \$0.06 per square foot; \$3,200 as damages to paving, landscaping and trees. The additional \$520 is for fencing and that value is based on the lowest estimate.

Financial Considerations: The funding source is General Obligations Bonds and Federal Grants administrated by the Kansas Department of Transportation. A budget of \$5,720 is requested. This includes \$5,520 for acquisition and \$200 for administrative costs such as title reports and filing fees.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the city.

Legal Considerations: The Law Department has approved the real estate purchase agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Agreement; 2) Authorize all necessary signatures; and 3) Approve the budget.

Attachments: Real Estate Agreement, aerial map and tract map.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between Stephen P. Masters, an individual, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by permanent easement for road right-of-way and a temporary easement for the construction and improvements of 47th Street Road Improvement Project within, upon and under the following described tract, to wit:

Road right-of-way:

A Proposed 20.00 foot easement for Road Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:

The North 20.00 feet of the South 50.00 feet of the following described tract of land:

Beginning at a point 1362 feet West of the SE Corner of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North 330 feet; thence West 121 feet; thence South 330 feet; thence East 121 feet to the point of beginning subject to Road Right of Way of Record. Containing 2420.0 Sq. Ft., more or less.

Temporary construction easement:

A Temporary Construction Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

Commencing at the SE Corner of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence S 89° 53' 03" W (assumed) along the south line of said Section 18 a distance of 1362 feet; thence N 00° 03' 03" E a distance of 50.00 feet to the Point of Beginning; thence continuing N 00° 03' 03" E a distance of 7.50 feet; thence S 89° 53' 03" W parallel to the south line of said Section 18 a distance of 4.44 feet; thence N 45° 06' 57" W a distance of 22.63 feet; thence S 89° 53' 03" W parallel to the south line of said Section 18 a distance of 30.09 feet; thence S 44° 53' 03" W a distance of 22.63 feet; thence S 89° 53' 03" W parallel to the south line of said Section 18 a distance of 54.47 feet; thence S 00° 03' 03" W a distance of 7.50 feet; thence N 89° 53' 03" E parallel to the south line of said Section 18 a distance of 121.00 feet to the Point of Beginning. Containing 1,644.9 Sq. Ft., more or less

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer the above-described tracts together damages and cost-to-cure items including but not limited to proximity, landscaping, trees, and gravel driveway for Five Thousand Five Hundred Twenty Dollars and no/100 (\$5,520) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before August 13, 2010.
6. The Seller further agrees to convey the above-described tracts with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
7. Possession to be given to Buyer on or before closing date.
8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.
9. Site Assessment
 - A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.
 - B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



Stephen P. Masters

BUYER:

ATTEST:

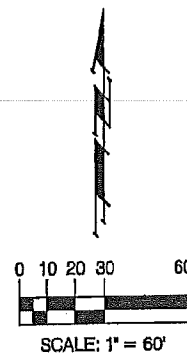
Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

EXHIBIT



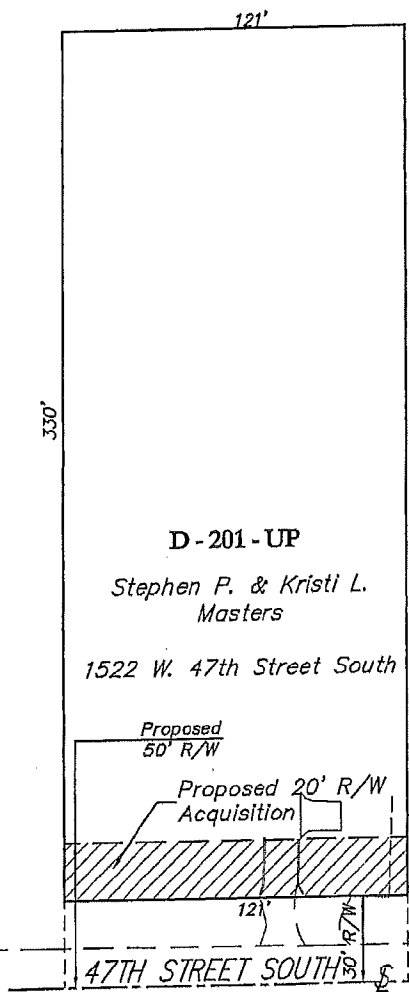
LEGAL DESCRIPTION:

A Proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:

The North 20.00 feet of the South 50.00 feet of the following described tract of land:

Beginning at a point 1362 feet West of the SE Corner of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North 330 feet; thence West 121 feet; thence South 330 feet; thence East 121 feet to the point of beginning subject to Road Right of Way of Record.

Containing 2,420.0 Sq. Ft., more or less.



The Existing Asphalt and Concrete Drives shall be Removed During Construction.

DATE: 5/20/08

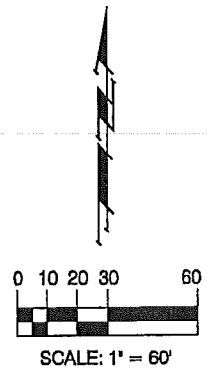
SUBMITTED: 2/11/10

Baughman **Baughman Company, P.A.**
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
 ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Project Number 05-10-E397

F:eng/47th South/Exhibits/Masters.dwg

EXHIBIT

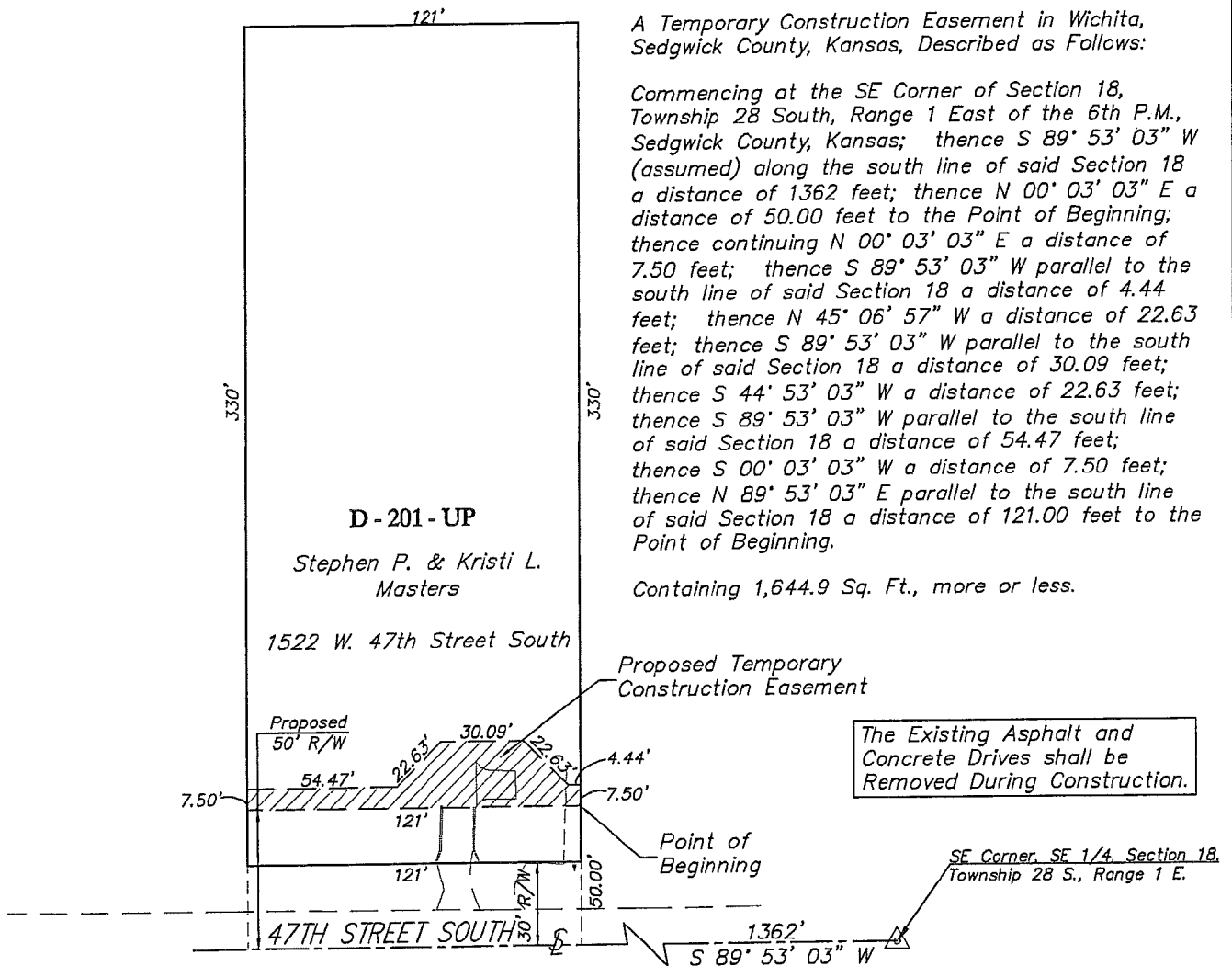


LEGAL DESCRIPTION:

A Temporary Construction Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

Commencing at the SE Corner of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence S 89° 53' 03" W (assumed) along the south line of said Section 18 a distance of 1362 feet; thence N 00° 03' 03" E a distance of 50.00 feet to the Point of Beginning; thence continuing N 00° 03' 03" E a distance of 7.50 feet; thence S 89° 53' 03" W parallel to the south line of said Section 18 a distance of 4.44 feet; thence N 45° 06' 57" W a distance of 22.63 feet; thence S 89° 53' 03" W parallel to the south line of said Section 18 a distance of 30.09 feet; thence S 44° 53' 03" W a distance of 22.63 feet; thence S 89° 53' 03" W parallel to the south line of said Section 18 a distance of 54.47 feet; thence S 00° 03' 03" W a distance of 7.50 feet; thence N 89° 53' 03" E parallel to the south line of said Section 18 a distance of 121.00 feet to the Point of Beginning.

Containing 1,644.9 Sq. Ft., more or less.



DATE: 1/05/10
SUBMITTED: 2/11/10

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Project Number 05-10-E397

F:eng/47th South/Exhibits/Masters-Temp.dwg



1522 W 47TH ST S

D201UP

- ☒ Selected Features
- ☐ Property Parcels
- Roads**
 - State Highway
 - US Federal Highway
 - Interstate
 - KTA
 - Arterial
 - Collector
 - Minor
 - Ramp



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CITY OF WICHITA
City Council Meeting
July 27, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 4752 South Glen for the 47th Street South from Meridian to Seneca Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 9, 2008, the City Council approved funding to acquire right-of-way for a project to improve 47th Street South from Meridian to Seneca from two lanes with open ditches to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed in the available right of way. Ditches will be replaced with a curb and gutter storm water system and sidewalks will be built along both the north and south sides of 47th. The project requires a temporary easement during construction at 4752 South Glen. The proposed easement area consists of 250 square feet. There is a wood privacy fence along the south lot line. This fence will be impacted by the project.

Analysis: The property owner has agreed to convey the necessary easement for the market estimate of \$2,350. This amount is comprised of \$2,250 for the fencing and \$100 for the easement, or \$0.12 per square foot.

Financial Considerations: The funding source is General Obligations Bonds and Federal Grants administrated by the Kansas Department of Transportation. A budget of \$2,550 is requested. This includes \$2,350 for acquisition and \$200 for administrative costs such as title reports and filing fees.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the city.

Legal Considerations: The Law Department has approved the real estate purchase agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Agreement; 2) Authorize all necessary signatures; and 3) Approve the budget.

Attachments: Aerial map, tract map and Real Estate Agreement.



4752 S GLENN AVE

D25528



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- ☒ Selected Features
- ☐ Property Parcels
- Roads**
- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp



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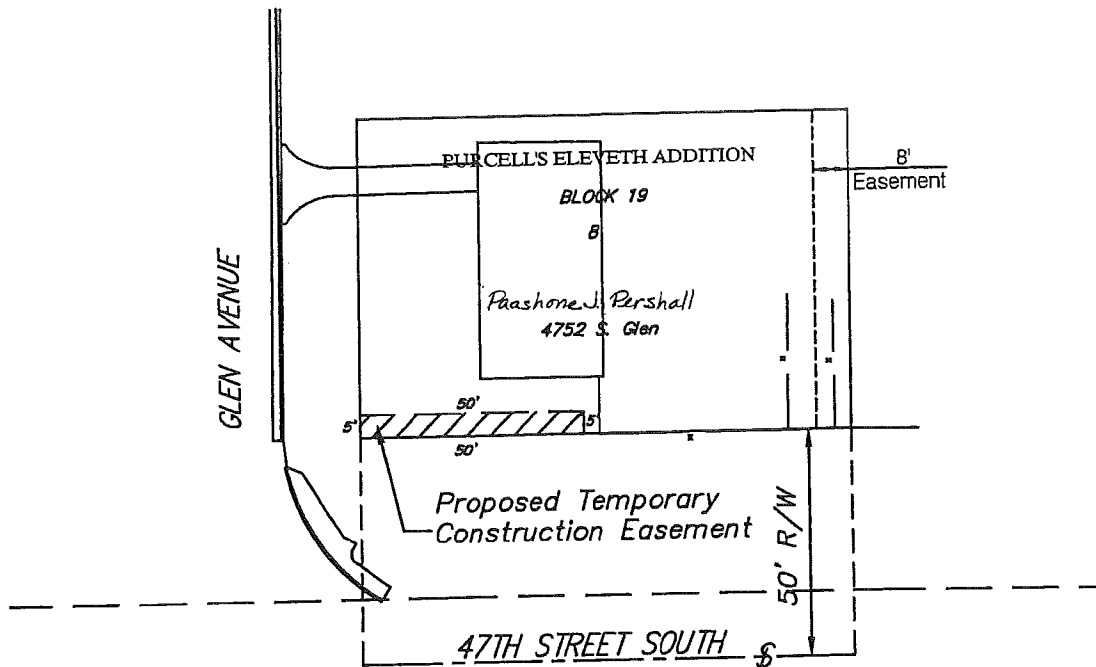
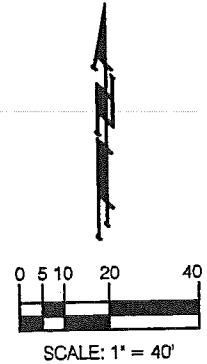
EXHIBIT

LEGAL DESCRIPTION:

A Temporary Construction Easement in Lot 8, Block 19, Purcell's Eleventh Addition to Wichita, Sedgwick County, Kansas, Described as Follows:

The south 5.00 feet of the West 50.00 feet of Lot 8, Block 19, Purcell's Eleventh Addition to Wichita, Sedgwick County, Kansas.

Containing 250.0 Sq. Ft., more or less.



DATE: 2/25/10
SUBMITTED: 2/25/10



Project Number 05-10-E397

F:eng/47th South/Exhibits/Bateman-Temp.dwg

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between Paashone J. Pershall, an individual, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer a temporary easement for the construction and improvements of 47th Street Road Improvement Project within, upon and under the following described tract, to wit:

A Temporary Construction Easement in Lot 8, Block 19, Purcell's Eleventh Addition to Wichita, Sedgwick County, Kansas, Described as Follows:

The south 5.00 feet of the West 50.00 feet of Lot 8, Block 19, Purcell's Eleventh Addition to Wichita, Sedgwick County, Kansas. Containing 250 SF, more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer the above-described tract and damages to fencing, the sum of Two Thousand Three Hundred Fifty Dollars and no/100 (\$2,350) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before July 30, 2010.

6. The Seller further agrees to convey the above-described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

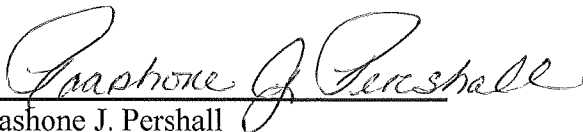
9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Paashone J. Pershall

BUYER:

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
July 27, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1508 West 47th Street South for the 47th Street South from Meridian to Seneca Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 9, 2008, the City Council approved funding to acquire right-of-way for a project to improve 47th Street South from Meridian to Seneca from two lanes with open ditches to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed in the available right of way. Ditches will be replaced with a curb and gutter storm water system and sidewalks will be built along both the north and south sides of 47th. The project requires a temporary easement during construction at 1508 West 47th Street South. The proposed easement area consists of 1,391 square feet. The improvements are not impacted by the project. The two gravel drive approaches will be replaced with one concrete access drive approach.

Analysis: Using a market analysis, the temporary construction easement was valued at \$100, or \$0.07 per square foot. The seller has agreed to accept the offer of \$100.

Financial Considerations: The funding source is General Obligations Bonds and Federal Grants administrated by the Kansas Department of Transportation. A budget of \$300 is requested, which includes \$100 for acquisition and \$200 for administrative costs such as title reports and filing fees.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the city.

Legal Considerations: The Law Department has approved the real estate purchase agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Agreement; 2) Authorize all necessary signatures; and 3) Approve the budget.

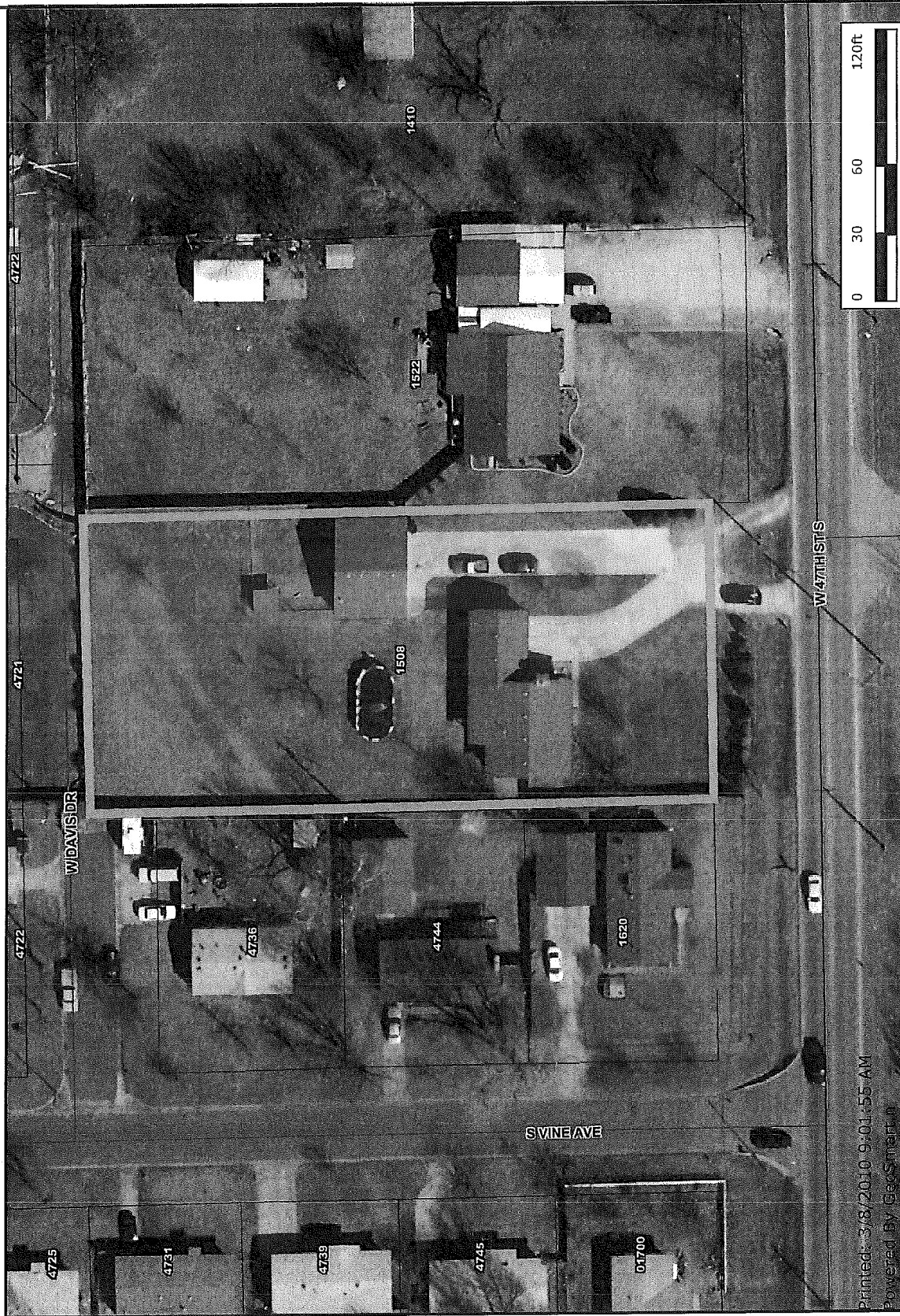
Attachments: Aerial map, tract map and Real Estate Agreement.



1508 W 47TH ST S

D202UP

- Selected Features
- Property Parcels
- Roads**
- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp



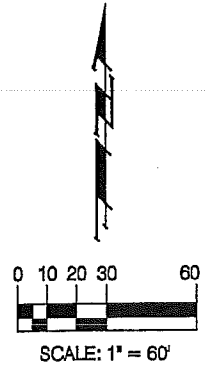
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EXHIBIT A

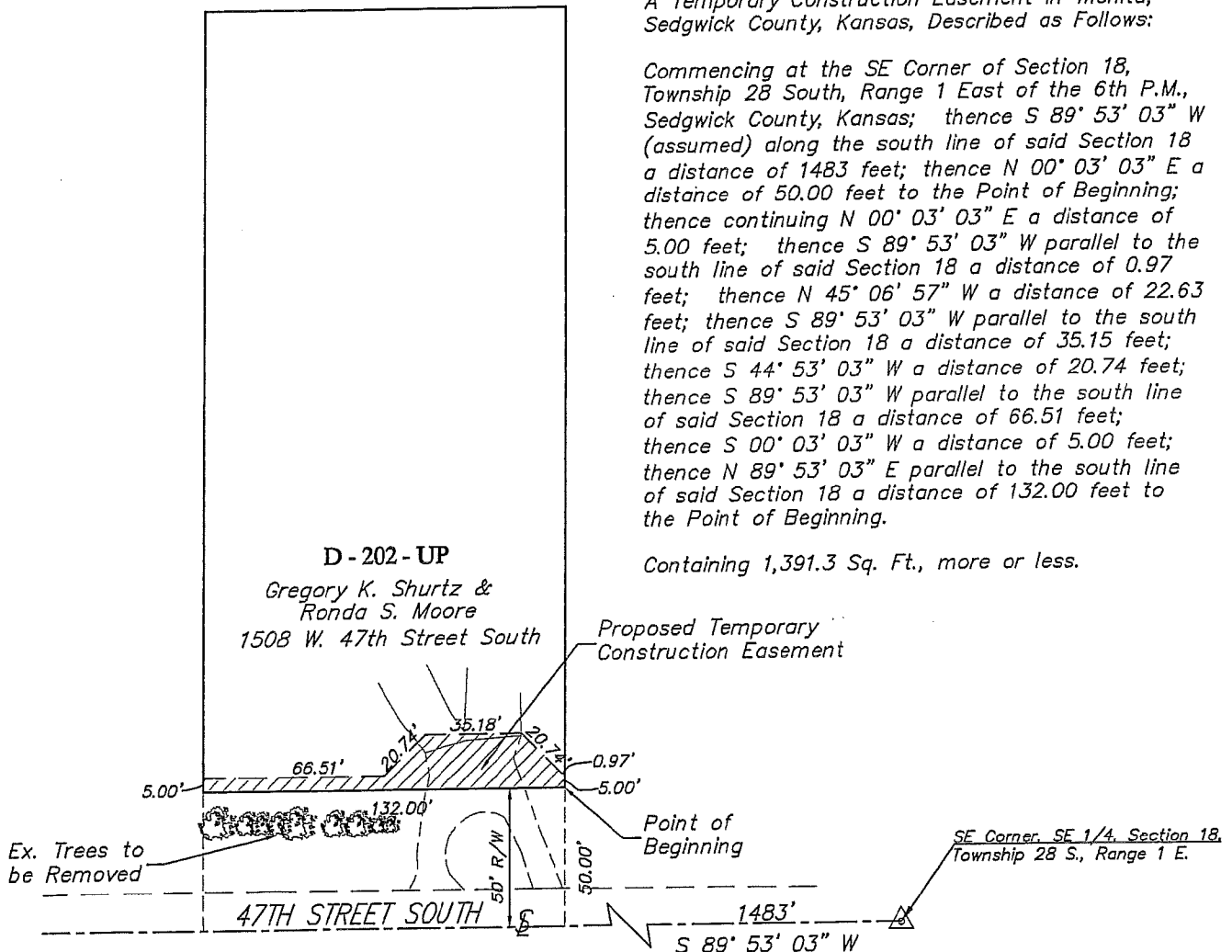


LEGAL DESCRIPTION:

A Temporary Construction Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

Commencing at the SE Corner of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence S 89° 53' 03" W (assumed) along the south line of said Section 18 a distance of 1483 feet; thence N 00° 03' 03" E a distance of 50.00 feet to the Point of Beginning; thence continuing N 00° 03' 03" E a distance of 5.00 feet; thence S 89° 53' 03" W parallel to the south line of said Section 18 a distance of 0.97 feet; thence N 45° 06' 57" W a distance of 22.63 feet; thence S 89° 53' 03" W parallel to the south line of said Section 18 a distance of 35.15 feet; thence S 44° 53' 03" W a distance of 20.74 feet; thence S 89° 53' 03" W parallel to the south line of said Section 18 a distance of 66.51 feet; thence S 00° 03' 03" W a distance of 5.00 feet; thence N 89° 53' 03" E parallel to the south line of said Section 18 a distance of 132.00 feet to the Point of Beginning.

Containing 1,391.3 Sq. Ft., more or less.



DATE: 1/05/10
SUBMITTED: 2/11/10



Project Number 05-10-E397

F: eng/47th South/Exhibits/Shurtz-Temp.dwg

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 5th day of July, 2010 by and between Gregory Shurtz and Ronda Shurtz, husband and wife, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer a temporary easement for the construction and improvements of 47th Street Road Improvement Project within, upon and under the following described tract, to wit:

A proposed temporary easement Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the SE corner of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence S 89°53'03" W (assumed) along the south line of said Section 18 a distance of 1483 feet; thence N 00°03'03" E a distance of 50.00 feet to the Point of Beginning; thence continuing N 00°03'03" E a distance of 5.00 feet; thence S 89°53'03" W parallel to the south line of said Section 18 a distance of 0.97 feet; thence N 45°06'57" W a distance of 22.63 feet; thence S 89°53'03" W parallel to the south line of said Section 18 a distance of 35.15 feet; thence S 44°53'03" W a distance of 20.74 feet; thence S 89°53'03" W parallel to the south line of said Section 18 a distance of 66.51 feet; thence S 00°03'03" W a distance of 5.00 feet; thence N 89°53'03" E parallel to the south line of said Section 18 a distance of 132.00 feet to the Point of Beginning.

Containing 1,391.3 Sq. Ft., more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer, the above-described tract the sum of One Hundred Dollars and no/100 (\$100) in the manner following, to-wit: cash at closing.
3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before July 23, 2010.
6. The Seller further agrees to convey the above-described easement with all the improvements located thereon and deliver possession of the same in the same condition as they

now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.


9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



Gregory Shurtz



Ronda Shurtz

BUYER:

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
July 27, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 4753 South Glen for the 47th Street South from Meridian to Seneca Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 9, 2008, the City Council approved funding to acquire right-of-way for a project to improve 47th Street South from Meridian to Seneca from two lanes with open ditches to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed in the available right of way. Ditches will be replaced with a curb and gutter storm water system and sidewalks will be built along both the north and south sides of 47th. The project requires a temporary easement during construction at 4753 South Glen. The proposed easement area consists of 375 square feet. There is a wood privacy fence along the south lot line. This fence will be impacted by the project.

Analysis: The property owner has agreed to convey the necessary easement for the market estimate of \$2,100. This amount is comprised of \$2,000 for the fencing and \$100 for the easement, or \$0.12 per square foot.

Financial Considerations: The funding source is General Obligations Bonds and Federal Grants administrated by the Kansas Department of Transportation. A budget of \$2,300 is requested. This includes \$2,100 for acquisition and \$200 for administrative costs such as title reports and filing fees.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the real estate purchase agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Agreement; 2) Authorize all necessary signatures; and 3) Approve the budget.

Attachments: Aerial map, tract map and Real Estate Agreement.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between Gail M. Edwards N/K/A Gail M. Gardinier and Christopher Gardinier, husband and wife, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer a temporary easement for the construction and improvements of 47th Street Road Improvement Project within, upon and under the following described tract, to wit:

A proposed temporary easement Wichita, Sedgwick County, Kansas, described as follows:

The south 5.00 feet of the east 75.00 feet of Lot 9, Block 18, Purcell's Eleventh Addition to Wichita, Sedgwick County, Kansas. Containing 375 square feet, more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer the above-described tract and damages to fencing, the sum of Two Thousand One Hundred Dollars and no/100 (\$2,100) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before July 30, 2010.

6. The Seller further agrees to convey the above-described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

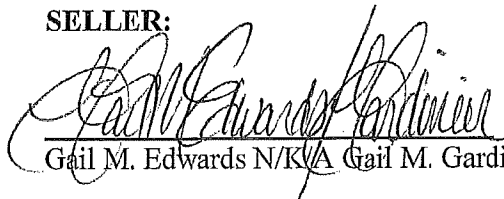
9. Site Assessment

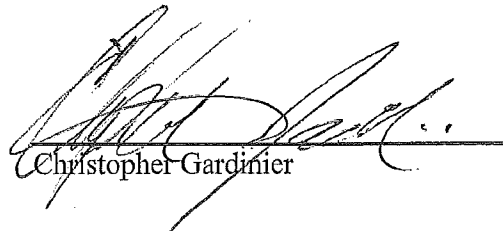
A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Gail M. Edwards N/K/A Gail M. Gardinier


Christopher Gardinier

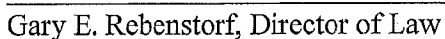
BUYER:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:


Gary E. Rebenstorf, Director of Law

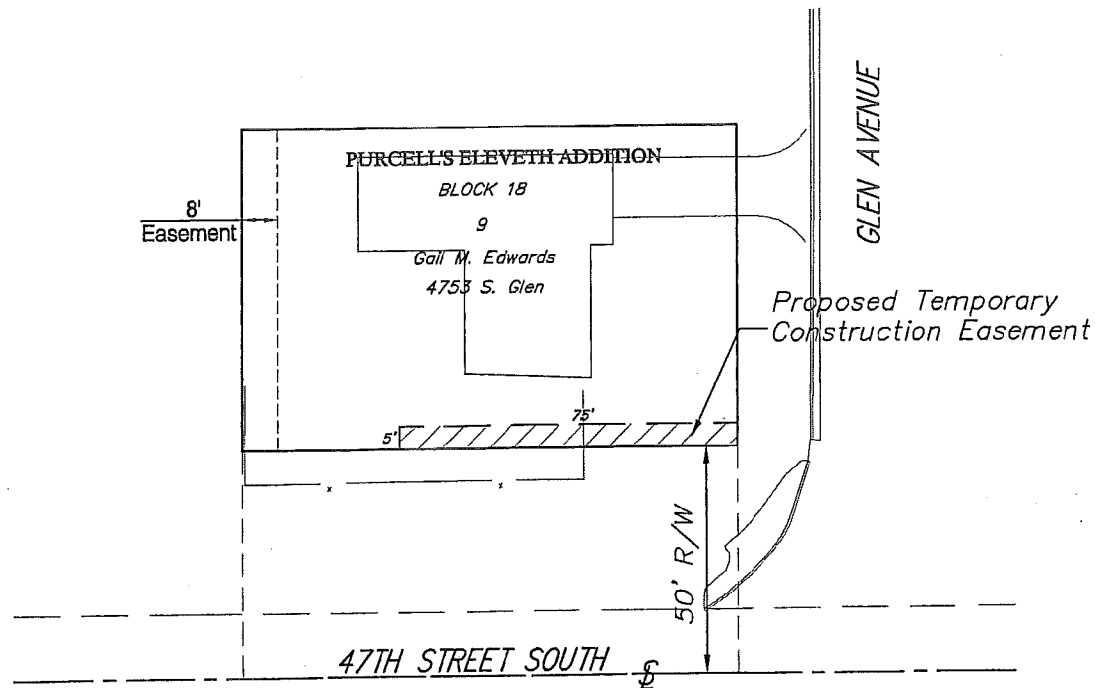
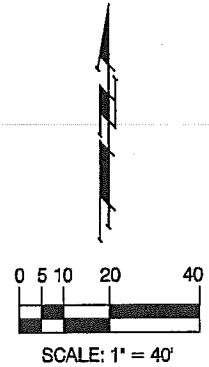
EXHIBIT

LEGAL DESCRIPTION:

A Temporary Construction Easement in Lot 9, Block 18, Purcell's Eleventh Addition to Wichita, Sedgwick County, Kansas, Described as Follows:

The south 5.00 feet of the east 75.00 feet of Lot 9, Block 18, Purcell's Eleventh Addition to Wichita, Sedgwick County, Kansas.

Containing 375.0 Sq. Ft., more or less.



DATE: 12/3/09

SUBMITTED: 2/11/10



Project Number 05-10-E397

F: eng/47th South/Exhibits/Edwards-Temp.dwg



4753 S GLENN AVE

D25513

- ☒ Selected Features
- ☐ Property Parcels
- Roads**
 - State Highway
 - US Federal Highway
 - Interstate
 - KTA
 - Arterial
 - Collector
 - Minor
 - Ramp



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CITY OF WICHITA
City Council Meeting
July 27, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1208 West 47th Street South for the 47th Street South from Meridian to Seneca Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 9, 2008, the City Council approved funding to acquire right-of-way for a project to improve 47th Street South from Meridian to Seneca from two lanes with open ditches to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed in the available right of way. Ditches will be replaced with a curb and gutter storm water system and sidewalks will be built along both the north and south sides of 47th. The project requires the acquisition of the south 10 to 20 feet of the property identified as 1208 West 47th Street South. The site has 2.12 acres, is undeveloped and is zoned limited commercial. The acquisition will require the removal of several mature trees and fencing.

Analysis: The proposed acquisition at 1208 West 47th is for road right-of-way, together with a temporary construction easement. The owner agreed to accept the appraised value of \$15,500 for the proposed acquisition. This offer consists of \$7,300 for the 4,837.2 square foot right-of-way, or \$1.50 per square foot; \$170 for the 1,618.7 square foot temporary easement during construction, or \$0.10 per square foot; and \$8,030 as damages to fencing and trees.

Financial Considerations: The funding source is General Obligations Bonds and Federal Grants administrated by the Kansas Department of Transportation. A budget of \$16,350 is requested. This includes \$15,500 for acquisition and \$850 for administrative costs such as title insurance and closing costs.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the city.

Legal Considerations: The Law Department has approved the real estate purchase agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Agreement; 2) Authorize all necessary signatures; and 3) Approve the budget.

Attachments: Aerial map, tract map and Real Estate Agreement.

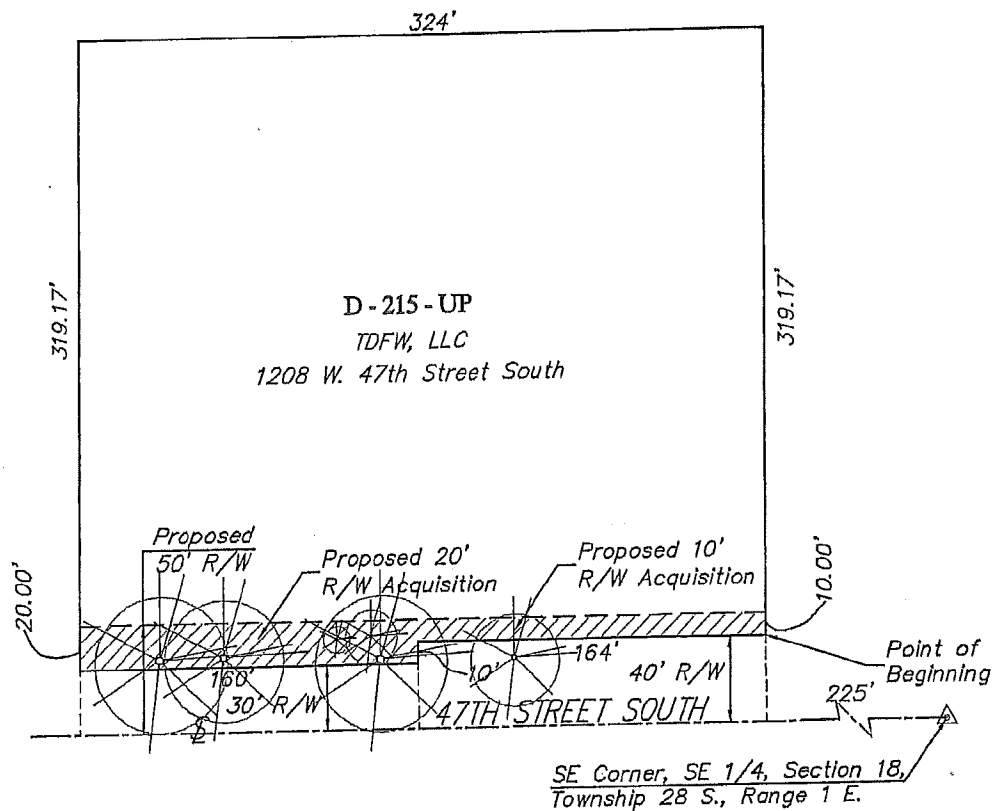
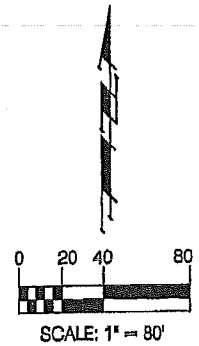
EXHIBIT

LEGAL DESCRIPTION:

A Proposed Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas,
Described as Follows:

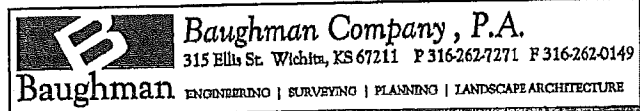
Commencing at the SE Corner of the SE Quarter of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence West along the South Line of said SE $\frac{1}{4}$ a distance of 225.00 feet; thence North parallel to the East Line of said SE $\frac{1}{4}$ a distance of 40.00 feet to the Point of Beginning; thence West along the North Line of that part condemned in Case 92C-465 in the District Court of Sedgwick County, Kansas a distance of 164.00 feet; thence South along the West Line of that part condemned in Case 92C-465 a distance of 10.00 feet; thence West parallel to the South Line of said SE $\frac{1}{4}$ a distance of 160.00 feet; thence North parallel to the East Line of said SE $\frac{1}{4}$ a distance of 20.00 feet; thence East parallel to the South Line of said SE $\frac{1}{4}$ a distance of 324.00 feet; thence South parallel to the East Line of said SE $\frac{1}{4}$ a distance of 10.00 feet to the Point of Beginning.

Containing 4,837.2 Sq. Ft., more or less.



Trees within the Proposed R/W
Shall be Removed During
Construction.

DATE: 5/20/08
SUBMITTED: 2/11/10



Project Number 05-10-E397

F: eng/47th St South/Exhibits/TFDW LLC.dwg

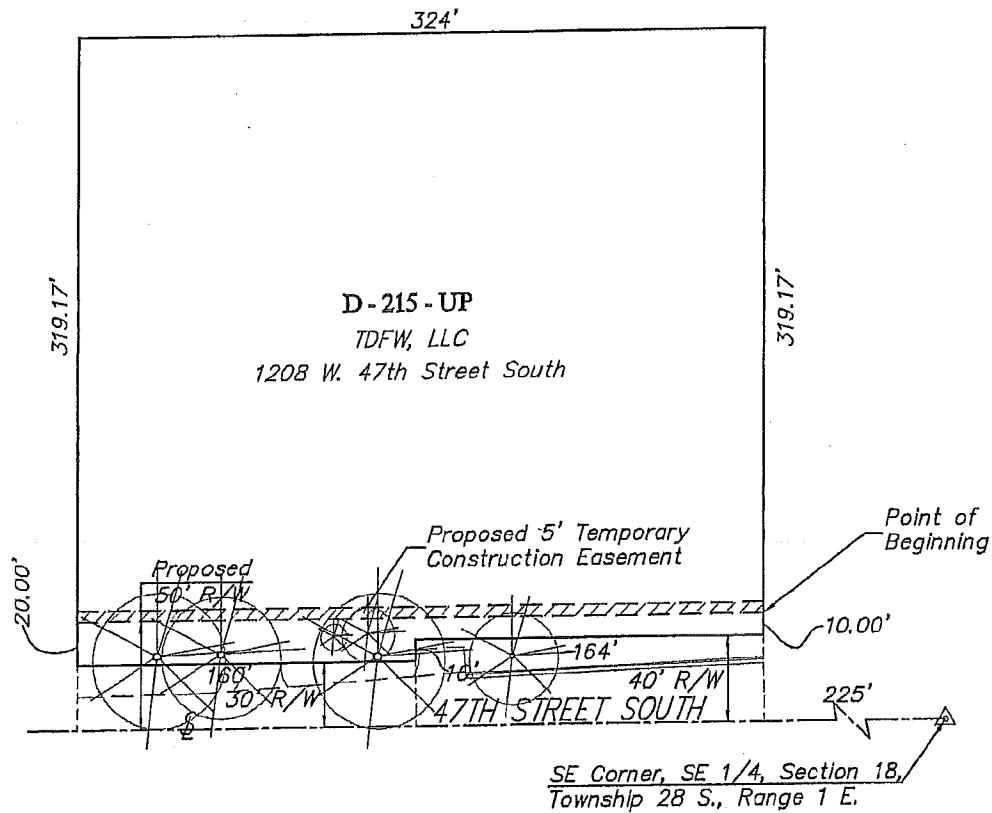
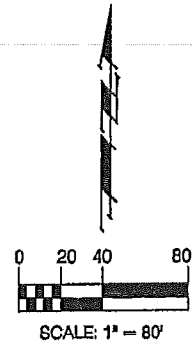
EXHIBIT

LEGAL DESCRIPTION:

A 5.00' Temporary Construction Easement in Wichita, Sedgwick County, Kansas,
Described as Follows:

Commencing at the SE Corner of the SE Quarter of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence West along the South Line of said SE $\frac{1}{4}$ a distance of 225.00 feet; thence North parallel to the East Line of said SE $\frac{1}{4}$ a distance of 50.00 feet to the Point of Beginning; thence West parallel to the South Line of said SE $\frac{1}{4}$ a distance of 324.00 feet; thence North parallel to the East Line of said SE $\frac{1}{4}$ a distance of 5.00 feet; thence East parallel to the South Line of said SE $\frac{1}{4}$ a distance of 324.00 feet; thence South parallel to the East Line of said SE $\frac{1}{4}$ a distance of 5.00 feet to the Point of Beginning.

Containing 1,618.7 Sq. Ft., more or less.



Trees within the Proposed R/W
and Temporary Construction
Easement Shall be Removed
During Construction.

DATE: 5/20/08
SUBMITTED: 2/11/10



Project Number 05-10-E397

F:\eng\47th St South\Exhibits\TDFW LLC-Temp.dwg



1208 W 47TH ST S

D215UP

- ☒ Selected Features
- ☐ Property Parcels
- Roads**
 - State Highway
 - US Federal Highway
 - Interstate
 - KTA
 - Arterial
 - Collector
 - Minor
 - Ramp



Printed: 3/8/2010 9:25:00 AM
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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of July, 2010 by and between TDFW, LLC a Kansas limited liability company, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Commencing at the SE Corner of the SE Quarter of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County; thence West along the South Line of said SE $\frac{1}{4}$ a distance of 225.00 feet; thence North parallel to the East Line of said SE $\frac{1}{4}$ a distance of 40.00 feet to the Point of Beginning; thence West along the North Line of that part condemned in case 92C-465 in the District Court of Sedgwick County, Kansas a distance of 164.00 feet; thence South along the West Line of that part condemned in Case 92C-465 a distance of 10.00 feet; thence West parallel to the South Line of said SE $\frac{1}{4}$ a distance of 160.00 feet; thence North parallel to the East Line of said SE $\frac{1}{4}$ a distance of 20.00 feet; thence East parallel to the South Line of said SE $\frac{1}{4}$ a distance of 324.00 feet; thence South parallel to the East Line of said SE $\frac{1}{4}$ a distance of 10.00 feet to Point of Beginning.

And

The Seller does hereby agree to convey to the Buyer by a temporary construction easement, during construction, for the following described real property, situated in Sedgwick County, Kansas, to-wit:

Commencing at the SE Corner of the SE Quarter of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence West along the South Line of said SE $\frac{1}{4}$ a distance of 225.00 feet; thence North parallel to the East Line of said SE $\frac{1}{4}$ a distance of 50.00 feet to the Point of Beginning; thence West parallel to the South Line of said SE $\frac{1}{4}$ distance of 324.00 feet; thence North parallel to the East Line of said SE $\frac{1}{4}$ a distance of 5.00 feet; thence East parallel to the South Line of said SE $\frac{1}{4}$ a distance of 324.00 feet; thence South parallel to the East Line of said SE $\frac{1}{4}$ a distance of 5.00 feet to the Point of Beginning.

Said easement shall be for the purposes of constructing, reconstructing, widening, improving, draining and maintaining a road or highway.

The foregoing temporary construction easements shall automatically terminate thirty days after the completion of the road improvements contemplated in connection with the temporary construction easements.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Fifteen Thousand Five Hundred Dollars and Zero Cents (\$15,500.00) in the manner following to-wit: to be paid at closing via immediately available funds.
3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above described real property, showing a merchantable title vested in the Seller, subject to easements, covenants, rights of way and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible. Buyer shall notify Seller in writing of any defects in title within ten (10) days of the date Buyer receives the Title Evidence. Seller shall have the right, but not the obligation, to cure the title defects identified by Buyer. Seller shall have a reasonable time, but not to exceed fifteen (15) days after Buyer notifies Seller of such title defects in which to correct any defects in title Seller elects to cure. If Seller elects not to cure all of the title defects identified by Buyer or if Seller elects to cure the defects in title but Seller fails to correct the title defects to Buyer's satisfaction, Buyer, at Buyer's option and sole remedy, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all 2010 ad valorem taxes and installments of special assessments shall be adjusted an prorates as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years installments of special assessments and ad valorem taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises with all the improvements located thereon, if any, and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before August 31, 2010 subject to the conditions of Item 11 below.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 100% by Buyer and 0% by Seller.
11. The Buyer agrees to construct, at Buyer's sole cost and expense, upon Seller's remaining property two entrances/exits. The two (2) driveways described in the preceding sentence shall be located in mutually agreeable locations, provide, however the parties do hereby

agree that it is the intent of the parties that each driveway is to be located in the approximate location disclosed on Exhibit "A" attached hereto and made a part hereof for all purposes. Buyer's obligation to construct the two (w) driveways described herein shall survive the closing of the transaction contemplated by this agreement.

Buyer agrees that during Buyer's construction of the road improvements to 47th Street South and Meridian Avenue Seller and Seller's employees, tenants, agents and related companies shall at all times have reasonable access to and from Seller's remaining property.

12. Site Assessment

A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing and such site assessment after this agreement is executed by all parties.

14. In the event Buyer elects to proceed and close on the purchase of the Property, the Buyer agrees that the Buyer shall take the Property AS-IS, WHERE-IS and WITH ALL FAULTS condition.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER:

By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

SELLER:

TDFW, LLC

Managing Member

STELUS BARRETT

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

EXHIBIT A

7	KANSAS	B7 N-0394-01	2005		
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7	KANSAS	87 N-0394-01	2006		
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SCALE: 1" = 20'



B **Baughman Company, P.A.**
 315 Eas. 52, Wrentham, KS 67571 P 315/682-7271 F 315/682-0418
 ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

CITY OF WICHITA
City Council Meeting
July 27, 2010

TO: Mayor and City Council

SUBJECT: Acquisition of 1457 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 4, 2009, the City Council approved funding to acquire right-of-way for a project to improve 119th Street West from Kellogg to Maple. The improvements will consist of widening the two lane road to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 119th. The project requires the acquisition of all or part of sixteen privately owned tracts. The parcel at 1457 South 119th was identified as full take. Improvements at 1457 South 119th consist of a 1,572 square foot single-family residence on a .91 acre lot.

Analysis: The property was appraised by the City for \$170,000 and this amount was offered to the owner. Originally, the owner countered at \$287,000. The owner then commissioned an appraisal that valued the property at \$237,000. A third party agreed to by the City and the Seller reviewed the two prior appraisals. The third party then valued the property between \$220,000 and \$225,000. The owner has agreed to sell the property for \$220,000. This amount includes the replacement housing supplement. The sellers are also eligible for moving expenses and incidental costs associated with acquiring a new residence. These benefits are estimated to total \$10,000.

Financial Considerations: The funding source is General Obligations Bonds and Federal Grants administrated by the Kansas Department of Transportation. A budget of \$240,000 is requested. This includes \$220,000 for acquisition, \$10,000 for moving costs and costs of reestablishment, \$9,000 for demolition, and \$1,000 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Real Estate Agreement, aerial map and tract map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between Gary & Janet Smith, husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

South 56 feet of Lot 6 & all of Lot 7, Bledsoe Addition to Wichita, Sedgwick County, Kansas.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Two Hundred Twenty Thousand Dollars and Zero Cents (\$220,000.00) in the manner following to-wit: cash at closing. This amount is inclusive of any replacement housing supplement. This amount does not include any reimbursements for moving expenses, customary closing costs, or increased mortgage interest that the Seller may be eligible for pursuant to this transaction. *See ATTACHED GS/JS*
3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.

7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before August 31, 2010.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 100% by Buyer and 0% by Seller.
11. Site Assessment
 - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
 - B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.
12. Closing shall occur at Security 1st Title, 434 N Main, Wichita, KS.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER:

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

SELLER:

Gary Smith
Gary Smith

Janet Smith
Janet Smith

Philbrick, John

From: Philbrick, John
Sent: Friday, July 09, 2010 3:05 PM
To: 'Bauer, Martin W.'
Subject: RE: Agreement

Reestablishment of the security service is handled as a moving expense so when the Smiths' move, we will pay their provided to restart service in the new property.

Items such as the well, to the degree it adds value, would be in the appraised value.

The pump itself would be moved as personal property.

Likewise, the HVAC system in the shop, as in the house, would be included in the value of the real property.

If not included in the appraised value, it would be moved as personal property.

Call me if this does not make sense and we can discuss further

From: Bauer, Martin W. [mailto:mwbauer@martinpringle.com]
Sent: Friday, July 09, 2010 2:41 PM
To: Philbrick, John
Cc: 'dukesmi@hotmail.com'
Subject: Agreement

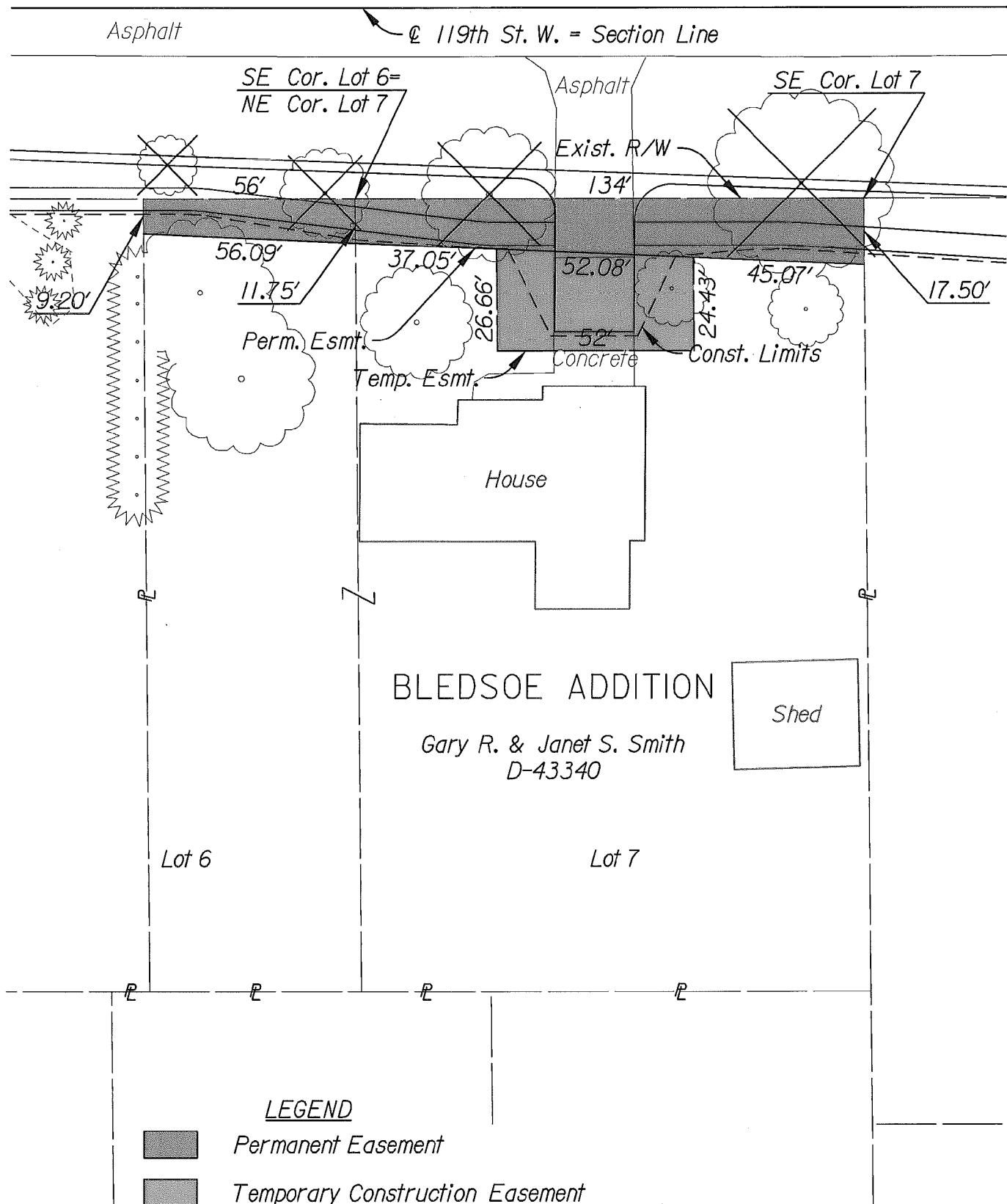
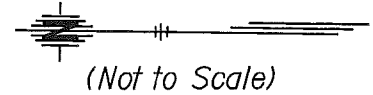
First the Agreement looks fine as far as it goes but the Smiths had three specific items that they understand would be included in the relocation based upon the discussions with the City's agent. First if the house they buy does not have a security system, they were told the cost of a security system would be paid as part of relocation. Second, they understood if the property they purchase does not have a well, the cost of drilling one on the new property if permitted would be covered. Third, they understood that since the work shop is heated, if the place they buy does not have a heated area, a heat pump or wall furnace cost would be covered. Please confirm before I deliver the Agreement

Second I understand that the City will arrange for the title insurance commitment.

Please advise.

TRACT MAP D-43340

PERMANENT EASEMENT, TEMPORARY CONSTRUCTION EASEMENT



May 27, 2010



1457 South 119th West



- Identified Features
- Property Parcels
- Roads
 - State Highway
 - US Federal Highway
 - Interstate
 - KTA
 - Arterial
 - Collector
 - Minor
 - Ramp
- Railroads
- Quarter Section
- Waterways
- Streams
- Parks
- Airports
- SDERASTER.S-DEDATA.ORTH-01FT
- SDERASTER.S-DEDATA.ORTH-0
- City Limits
 - Andale
 - Bel Aire
 - Bentley
 - Cheney
 - Clearwater
 - Colwich
 - Derby
 - Eastborough
 - Garden Plain
 - Goddard
 - Haysville
 - Kechi
 - Maize
 - Mount Hope

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CITY OF WICHITA
City Council Meeting
July 27, 2010

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Easement at 1403 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 4, 2009, the City Council approved funding to acquire right-of-way for a project to improve 119th Street West from Kellogg to Maple. The improvements will consist of widening the two lane road to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 119th. To facilitate construction, a temporary easement is required from the parcel at 1403 South 119th Street West. Property is zoned and improved for single family residential. The improvements are removed from the road however, landscaping and a sprinkler system will be impacted.

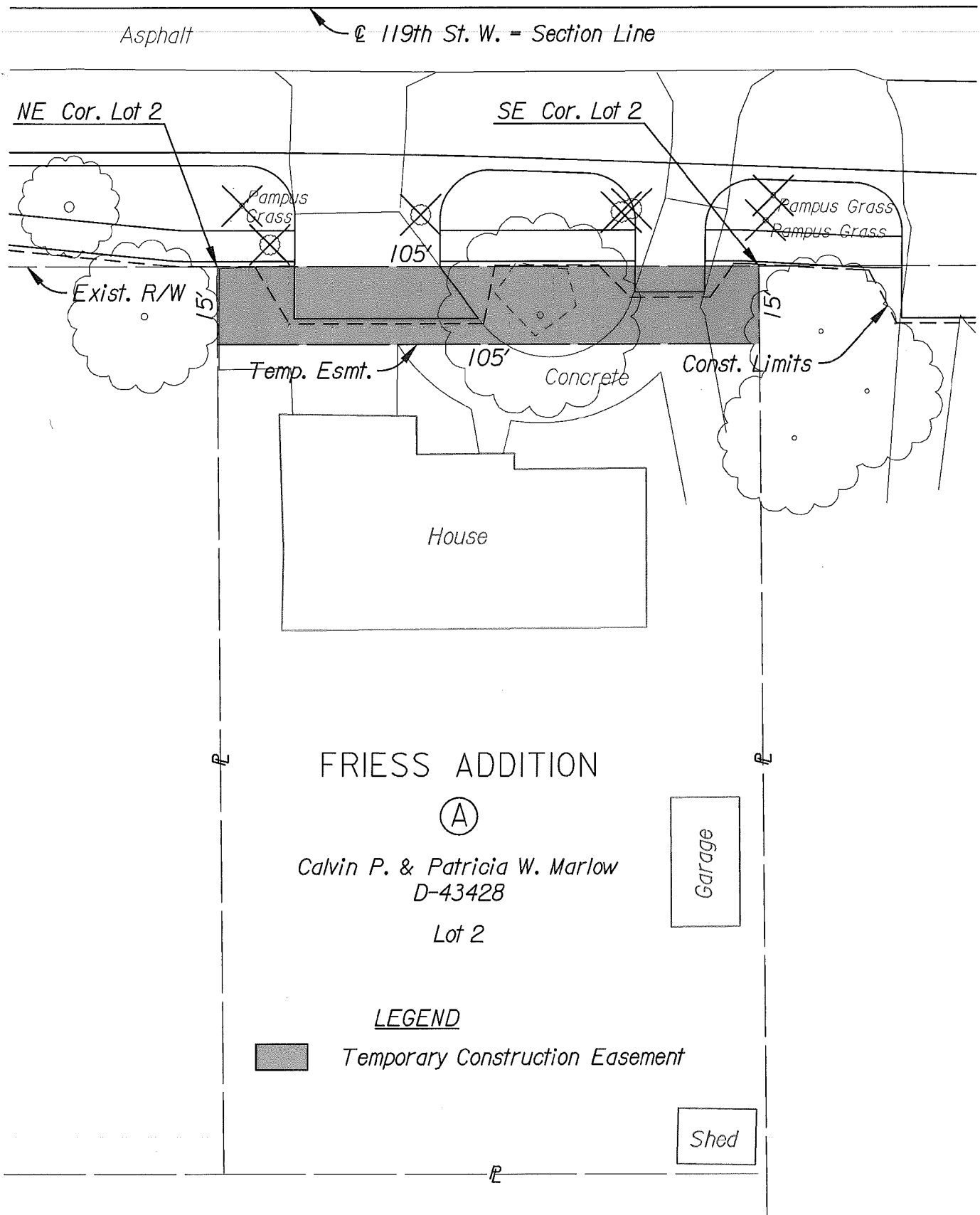
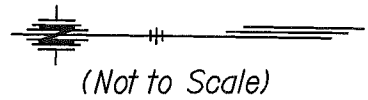
Analysis: The proposed temporary easement area consists of 1,575 square feet. The easement will permit the city access to the site for matching the grades. It will also permit access to the property for the construction of a sidewalk along the property line. The estimated value of \$100 for the easement, or \$0.06 per square foot, was accepted by the owner. The owner also agreed to accept \$1,375 for damages to reconfigure the sprinkler system. This value is based on an estimate by a professional sprinkler company.

Financial Considerations: The funding source is General Obligations Bonds and Federal Grants administrated by the Kansas Department of Transportation. A budget of \$1,675 is requested. This includes \$100 for acquisition, \$1,375 for the sprinklers and \$200 for administrative fees.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

TRACT MAP D-43428
TEMPORARY CONSTRUCTION EASEMENT



March 4, 2010

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 12th day of July, 2010, by and between Calvin P. Marlow, a single person, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

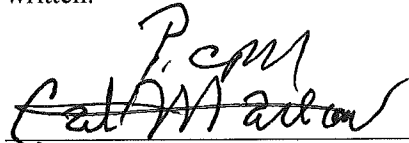
WITNESSETH: That the said Grantor, in consideration of the sum of One Thousand Four Hundred Seventy Five and no/100 Dollars (\$1,475.00) and other good and valuable consideration, the receipt whereof is here by acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

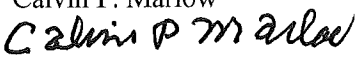
Tract D-43428
Calvin P. Marlow
Temporary Construction Easement

Beginning at the Northeast Corner of Lot 2, Block A, Friess Addition to Sedgwick County, Kansas; thence West along the North line of said Lot 2 a distance of 15 feet; thence South, parallel with the East line of said Lot 2, a distance of 105 feet to a point on the South line of said Lot 2; thence East along said South line of said Lot 2 a distance of 15 feet to the Southeast Corner of said Lot 2; thence North along said East line of said Lot 2 a distance of 105 feet to the point of beginning, containing **1,574.87 square feet more or less.**

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.

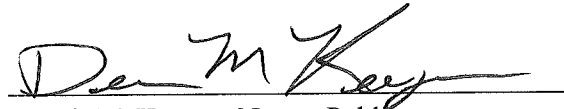
IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.



Calvin P. Marlow


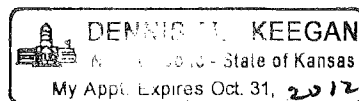
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on the 12TH day of July, 2010 by
Calvin P. Marlow, a single person of Sedgwick County Kansas.



Dennis M. Keegan, Notary Public

My Commission Expires: October 31, 2012



1403 South 119th Street



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City of Wichita
City Council Meeting
July 27, 2010

TO: Mayor and City Council Members

SUBJECT: Wichita Women's Initiative Network, Inc. (WIN) Training Project

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Women's Initiative Network, Inc. (WIN) training services Memorandum of Agreement and authorize the necessary signatures.

Background: Through current agreements with the Kansas Department of Social and Rehabilitation Services and the Kansas School for Effective Learning, Inc., the City's Career Development Office (CDO) is providing life skills and employment services for referred agency clients. These services help clients develop the skills needed to overcome employment-related barriers and enter the workforce. The CDO provides these services in a ten-day workshop format titled "Success Through Achievement and Responsibility" (STAR). The workshops provide experiential and interactive job-seeking skills that are designed to prepare workshop participants for self-sufficiency and full-time unsubsidized employment. The cost of the workshop is paid by the referring agency at a rate of \$250 per participant.

The Wichita Women's Initiative Network, Inc. (WIN) wishes to enter into a Memorandum of Agreement (MOA) with the CDO for provision of these STAR Workshop services for its referred clients.

Analysis: The MOA will have an effective date of August 1, 2010 through July 31, 2011. The services to be provided through the MOA are strengths-based, focused on personal responsibility and accountability, with employment as the goal for each referred client. The MOA includes a fee of \$250 for each referred workshop participant, which will cover the costs of providing the STAR Workshop services.

Financial Considerations: This project does not obligate the City's General Fund. Under the first year of the MOA it is estimated that WIN will refer approximately 20 of their clients for participation in STAR, which will provide approximately \$5,000 in revenue.

Goal Impact: The City's Agreement with WIN will Promote Economic Vitality and Affordable Living by providing clients with services designed to promote economic self-sufficiency and independence.

Legal Considerations: The Department of Law has approved as to form the MOA between the CDO and WIN.

Recommendation/Action: It is recommended that the City Council approve the Women's Initiative Network, Inc. (WIN) training services Memorandum of Agreement and authorize the necessary signatures.

Attachments: WIN Memorandum of Agreement

MEMORANDUM of AGREEMENT

Life Skills and Employment Program

THIS AGREEMENT is made and entered into this 1st day of August, 2010, by and between the Wichita Women's Initiative Network, Inc., hereinafter referred to as "WIN," and the City of Wichita Career Development Office, hereinafter referred to as "CDO."

WHEREAS, WIN is a not for profit corporation fulfilling its mission to assist women in transition; and

WHEREAS, the CDO currently conducts experiential and interactive job-seeking skills workshops that are designed to prepare workshop participants for self-sufficiency and employment; and

WHEREAS, WIN and CDO agree that it is their objective to enter into a Provider Agreement under which the CDO will provide vendor services for WIN participants, which will provide program participants with the skills they need to overcome employment-related barriers and secure employment.

NOW THEREFORE, WIN AND THE CDO MUTUALLY AGREE TO THE FOLLOWING:

SECTION I. LIFE SKILLS AND EMPLOYMENT PROGRAM

WIN wishes to provide program participant referrals to CDO's Life Skills and Employment Program.

SECTION II. CDO COMPENSATION AND VENDOR DUTIES.

- A. WIN and CDO understand and agree that the CDO shall receive compensation for services provided to approved WIN participants in accordance with rates established in this agreement.
- B. CDO Duties – The CDO agrees to:
 - 1. Provide WIN referred participants with job readiness training through the 10 day CDO workshop titled "Success Through Achievement and Responsibility," hereinafter referred to as "STAR," the purpose of which is preparation of participants for full-time unsubsidized employment.
 - 2. A successful workshop completion rate of 75% for those STAR participants billed by the CDO.

SECTION III. BILLING AND PAYMENT.

- A. CDO agrees to bill WIN within the first ten (10) days of each month after services are provided, during the term of this agreement.
- B. WIN agrees that payment shall be made to the CDO within thirty (30) days of receipt of the billing.
- C. CDO agrees to bill WIN at the following rates for STAR attendance:

Rate – STAR workshop: \$250 per participant

Attendance is defined as STAR presence for three (3) complete days, which will incur full participant cost.

SECTION IV. EFFECTIVE DATE.

This agreement shall become a legal and binding document upon signatures of both parties, but shall have an effective date of August 1, 2010. There will be options to renew this agreement for three (3) additional one (1) year periods.

SECTION V. ENTIRE AGREEMENT.

This agreement is intended to encompass the entire agreement of the parties and supersedes all prior agreements with respect to the subject matter hereof. Any amendment or modification of this agreement must be in writing and be signed by the parties in order to be effective.

SECTION VI. ASSIGNMENT.

Neither this agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by any party to this agreement without the prior written consent of all other parties to this agreement.

SECTION VII. INDEMNIFICATION.

To the extent allowed by law, each party agrees to indemnify and hold the other, including officers, agents and employees, harmless from all claims, suits, judgments and demands arising from the indemnifying party's negligent and/or intentional acts and omissions in the performance of duties prescribed in this agreement. However, the amount of such indemnification shall not exceed \$500,000 for any number of claims arising out of a single occurrence or accident. Each party shall give the other immediate written notice of any claim, suit or demand that may be subject to this provision. This provision shall survive the termination of this agreement.

SECTION VIII. NON-DISCRIMINATION.

During the performance of this agreement the parties agree that they will not discriminate against any employee or service recipient because of race, color, religion, sex, age, disability, ancestry or national origin, and will comply with all Federal and State of Kansas antidiscrimination laws.

SECTION IX. TERMINATION OF AGREEMENT.

This agreement may be canceled by either party by providing written notice at least thirty (30) days in advance of the effective date of the termination. The CDO shall not perform new agreement services after the receipt of the written notice of termination, and shall cancel as many existing Program services as possible.

IN WITNESS WHEREOF, the parties- hereto have executed this agreement the day and year first written above.

WICHITA WOMEN'S INITIATIVE NETWORK, INC.

Kelley Rogers-Graham, Executive Director

Date: _____

THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

Date: _____

ATTEST:

Karen Sublett, City Clerk

Date: _____

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Date: _____

**City of Wichita
City Council Meeting
July 27, 2010**

TO: Mayor and City Council Members
SUBJECT: Authorization and Notice of Intent to Issue Revenue Bonds
INITIATED BY: Department of Finance
AGENDA: Consent

Recommendation: Adopt the resolution.

Background: Special circumstances occur when developers utilize special assessments to fund infrastructure needs for an area and determination is made at that time to increase the size of the utility mains to accommodate future growth. In the past, the Utility has cash funded these type of projects, but an increased demand in improvements attributable to over-sizing over the past several years has created a financial burden on the Utility, thereby requiring the issuance of revenue bonds.

Analysis: A resolution has been prepared to provide authority to issue revenue bonds in a principal amount of not to exceed \$25,036,000 under the authority of K.S.A. 10-1201 et seq., and Charter Ordinance 211 to pay project costs associated with special assessment projects and the expenses of issuing such bonds.

Before revenue bonds can be issued to reimburse the Utilities' contributions to the special assessment projects, a Notice of the Governing Body's intention to issue such revenue bonds must be published one time in the City's official newspaper. If a written protest against the projects and the issuance of the revenue bonds signed by not less than 20% of the qualified electors of the City is not filed within 15 days from and after the date of the publication of the notice of intent to issue the revenue bonds, the City shall have the authority to authorize and proceed with the sale and issuance of the revenue bonds.

Financial Considerations: The resolution provides for the issuance of revenue bonds in a total principal amount not to exceed \$25,036,000 in 2010, exclusive of the cost of interest on borrowed money. When issued, the revenue bonds shall be payable from the revenues derived from the operations of the Utility.

Goal Impact: The Internal Perspective is enhanced through permanent financing for these projects and the Quality of Life for citizens is enhanced by providing a sufficient long-term water supply.

Legal Considerations: K.S.A. 10-1201 et seq., and Charter Ordinance No. 211 provide for the issuance of revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility. The Resolution has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council adopt the resolution authorizing the issuance of revenue bonds.

Attachments: Resolution

RESOLUTION NO. 10-205

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$25,036,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act") and Charter Ordinance No. 211, to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include the Projects as described in Exhibit A, which is incorporated herein by reference (the "Projects"). The total costs of the Projects are estimated to be twenty-five million thirty-six thousand dollars (\$25,036,000) in 2010 exclusive of the cost of interest on borrowed money, as set forth on Exhibit A. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Projects.

SECTION 2. It is hereby found and determined that the construction of the Projects will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed twenty-five million thirty-six thousand dollars (\$25,036,000) in 2010, exclusive of the cost of interest on borrowed money, under the authority of the Act and Charter Ordinance 211, to pay certain costs of the Projects, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Projects in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the

Governing Body's intention to issue such revenue bonds to provide financing for the Projects, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Projects and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Projects and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Projects and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on July 27, 2010.

(Seal)

CARL BREWER, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

Published in the Wichita Eagle on July 30, 2010

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$25,036,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 10-205, duly adopted July 27, 2010, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include the projects as described on Exhibit A (the "Projects"). The total costs of the Projects are estimated to be twenty-five million thirty-six thousand dollars (\$25,036,000). The making of the Projects will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Projects, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$25,036,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented and Charter Ordinance 211. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Projects in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Projects and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Projects and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project(s) and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Projects and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on July 27, 2010.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

EXHIBIT A

PPN	OCA	PROJECT DESCRIPTION	
470041	735368	Construction of Water Distribution System to serve Meadowlake Beach Addition	34,000.00
480910	744222	Construction of Lateral 403, Four Mile Creek Sewer, to serve Belle Terre South 2nd Addition	3,000.00
470737	735067	Construction of Water Distribution System to serve Uncapher, Burleson, Zoo Business Park, U-Needa Self Stg & unplatted tract	957,000.00
470950	735279	Construction of Water Distribution System to serve Oak Creek, Oak Creek 2nd, Cross Pointe and Eastside Community Church Additions	281,000.00
470072	735399	Construction of Water Distribution System to serve Country Hollow Addition	2,000.00
470090	735417	Construction of Water Distribution System to serve Northgate Commercial Park First and Johnson Commercial Centre Additions	32,000.00
470056	735383	Construction of Water Distribution System to serve Waterfront 6th, Waterfront Residential and Greenwich Office Park Additions	48,000.00
470041	735368	Construction of Water Distribution System to serve Wheatridge Addition	19,000.00
480828	744140	Construction of Main 22, Southwest Interceptor Sewer, to serve Blue Lake Addition	2,032,000.00
470005	735332	Construction of Water Distribution System to serve South Broadway Gardens Addition	7,000.00
480882	744194	Construction of Main 19, Four Mile Creek Sewer, to serve Stonebridge Addition	1,085,000.00
480868	744180	Construction of Lateral 39, Main 1, Cowskin Interceptor Sewer, to serve Rainbow Lakes West Addition	6,000.00
480883	744195	Construction of Main 20, Four Mile Creek Sewer, to serve Monarch Landing Addition	572,000.00
470845	735175	Construction of Water Distribution System to serve West Ridge Commercial Addition	8,000.00
470024	735351	Construction of Water Distribution System to serve Turkey Creek 2nd Addition	31,000.00
470988	735317	Construction of Water Distribution System to serve Clifton Cove Addition	287,000.00
470045	735372	Construction of Water Distribution System to serve Blackstone Addition	21,000.00
470018	735345	Construction of Water Distribution System to serve Southwest Passage Addition & Turkey Creek 3rd Addition	88,000.00
480697	744009	Construction of No. SS Pump Station & Main 15, SS No. 23, Meridian from So of 53rd St No to 61st St No	2,918,000.00
480837	744149	Construction of Main 4, Northwest Interceptor Sewer, along 135th Street West from Central to 21st	3,251,000.00
480359	744171	Construction of Lift Station, Main 1, Boeing Sanitary Sewer, to serve Clifton Cove Addition	473,000.00
470972	735301	Construction of Water Distribution System to serve Emerald Bay Estates Addition	432,000.00
480857	744169	Construction of Lift Station & Force Main/Main 23, Southwest Interceptor Sewer	1,004,000.00
470962	735291	Construction of Water Distribution System to serve Falcon Falls 2nd & 3rd & Falcon Falls Commercial Additions	48,000.00
470034	735361	Construction of Water Distribution System to serve K-96 Business Park Addition	81,000.00
470113	735340	Construction of Water Distribution System to serve Terradyne West Addition	20,000.00
480904	744216	Construction of Lateral 1, Main 19, Four Mile Creek Sewer	339,000.00
480892	744284	Construction of Main 22, Four Mile Creek Sewer	103,000.00
470897	735227	Construction of Water Distribution System to serve Liberty 2nd and Copper Gate Estates, etc.	193,000.00
470983	735312	Construction of Water Distribution System to serve Krug North and Krug North 2nd Additions	45,000.00
470984	735313	Construction of Water Distribution System to serve East Side Community Church 2nd Addition	27,000.00
470987	735316	Construction of Water Distribution System to serve Auburn Hills 16th Addition	24,000.00
470968	735297	Construction of Water Distribution System to serve Country Hollow Addition	16,000.00
480819	744131	Construction of Main 18, Four Mile Creek Sewer	305,000.00
470964	735293	Construction of Water Distribution System to serve Fontana & Fontana 2nd Additions	85,000.00
470916	735245	Construction of Water Distribution System to serve Unplatted Tracts (Goddard School Building Addition)	271,000.00
470966	735295	Construction of Water Distribution System to serve Casa Bella Addition	52,000.00
470955	735284	Construction of Water Distribution System to serve Auburn Hills 16th Addition	23,000.00
480862	744174	Construction of Lateral 2, Main 5, Cowskin Interceptor Sewer	24,000.00
480854	744166	Construction of Lateral 1, Main 1, Boeing Sewer	44,000.00
480761	744073	Construction of Lateral 108, Sanitary Sewer #23	17,000.00
470941	735270	Construction of Water Distribution System to serve Northridge Plaza Addition	47,000.00
470903	735232	Construction of Water Distribution System to serve Cheryl's Hollow Addition	43,000.00
470914	735243	Construction of Water Distribution System to serve Northwest YMCA Addition	234,000.00
470939	735268	Construction of Water Distribution System to serve Woodland Heights 2nd Addition	34,000.00
470928	735257	Construction of Water Distribution System to serve North Ridge Village Addition	58,000.00
480744	744056	Construction of Main 20, Southwest Interceptor Sewer	769,000.00
480803	744115	Construction of Main 16, Four Mile Creek Sewer	819,000.00
480769	744081	Construction of Main 6, Cowskin Interceptor Sewer	315,000.00
480951	744262	Construction of Main 24, Southwest Interceptor Sewer and Lift Station, to serve Edge Water Addition	2,125,000.00
470935	735264	Construction of Water Distribution System to serve Oatville Addition	18,000.00
470102	735429	Construction of Water Distribution System to serve Via Christi West Campus Addition	291,000.00
470102	735435	Construction of Water Distribution System to serve North Greenwich Addition	50,000.00
470108	735437	Construction of Water Distribution System to serve Westside Church of Christ Addition	12,000.00
480776	744088	Construction of Lateral 2, Main 16, Sanitary Sewer No. 23, to serve Edwards Gardens Addition	2,074,000.00
480988	744299	Construction of Main 29, War Industries Sewer, to serve North Greenwich Addition	546,000.00
480990	744301	Construction of Lateral 126, Sanitary Sewer No. 23, to serve St. James Episcopal Addition	22,000.00
470051	735378	Construction of a Water Line along Hoover from 23rd Street North to 25th Street North	147,000.00
470065	735392	Construction of Water Distribution System to serve Edge Water Addition	422,000.00
470066	735393	Construction of Water Distribution System to serve Edge Water Addition	100,000.00
470077	735404	Construction of Water Distribution System to serve Cambria Addition	232,000.00
470081	735408	Construction of Water Distribution System to serve Woods North Addition	69,000.00
480963	744274	Construction of Lateral 1, Main 26, Four Mile Creek Sewer, to serve Woods North Addition	37,000.00
470101	735428	Construction of Water Distribution System to serve Wheatridge Addition	27,000.00
470097	735424	Construction of Water Distribution System to serve Dave Waters Addition and Hale Addition	44,000.00
480913	744225	Construction of Main 7, Cowskin Interceptor Sewer, north of MacArthur, west of Maize	113,000.00
480929	744241	Relocation of Main D, Sanitary Sewer No. 1, 9th to 10th Street North, between Mead and Mosley	78,000.00
480983	744294	Construction of Main 11 for North West Interceptor_	<u>1,002,000.00</u>
			25,036,000.00

City of Wichita
City Council Meeting
July 27, 2010

TO: Mayor and City Council Members

SUBJECT: LexisNexis Contract – Legal Research Data Service

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve completion and submission of the LexisNexis Subscription Agreement and Order Form and Subscription Plan Amendment for State/Local Government, together with the Appropriations Amendment, and authorize necessary signatures.

Background: In 2007, the Law Department migrated from a flat-rate online LexisNexis computer research arrangement to a competitive service provided by Westlaw. The LexisNexis renewal rates offered that year would have entailed an 11-12% increase for 2008, with additional increases in 2009 and 2010, which could not be fit into the budget. The current Westlaw contract will expire at the end of January 2011, and the Law Department has obtained competitive rate information from LexisNexis, Westlaw and Bloomberg (a new market entrant) for a three-year replacement contract (subject to annual appropriations). Westlaw has launched an enhanced product known as WestlawNext, and proposed a rate increase from 5% to 7% from existing monthly rates of \$1519. Bloomberg offers a monthly rate of \$450/attorney user, which would be four to five times more expensive than the Westlaw rates. LexisNexis offers competitive pricing that would actually be a few hundred dollars lower than the current monthly Westlaw cost for the entire term of the new contract.

Analysis: The existing Westlaw contract expires at the end of January 2011. LexisNexis is willing to provide access to its research system from February 1 to March 31, 2011 at no cost, and from April 1, 2011 through March 31, 2013 (subject to annual appropriations, for Budget Law and Cash Basis Law purposes), at a rate approximately 17% below current Westlaw cost (as shown on the attached Subscription Plan Amendment). For the period from April 1, 2013 to March 31, 2014, there would be a 3% rate increase, but the rate for that third period would still be lower than current monthly Westlaw cost.

Financial Considerations: Funds for online research access are budgeted in the Law Department budget. The proposed LexisNexis rates are the only rates offered that would work with the available budget, effectively making LexisNexis the sole viable source of supply for the period covered by the agreement. The Appropriations Amendment to the agreement allows termination in future years (consistent with the Kansas Cash Basis Law) if sufficient funds are not available in the future year budgets.

Legal Considerations: The proposed online arrangements will provide current information on legal developments, adequate for the Law Department's research needs and at a predictable cost.

Goal Impact: The LexisNexis research access will further the provision of Prosecution and Diversion Services addressing the Safe & Secure Community goal, and the performance of Civil Function legal services addressing the Internal Perspective goal.

Recommendations/Actions: It is recommended that the City Council approve completion and submission of the LexisNexis Subscription Plan and Order Form and Subscription Plan Amendment for State/Local Government, as well as the Appropriations Amendment, and authorize necessary signatures.

Attachments: LexisNexis Subscription Agreement and Order Form; Subscription Plan Amendment for State/Local Government; Appropriations Amendment.

**LexisNexis® SUBSCRIPTION AGREEMENT AND ORDER FORM
STATE/LOCAL GOVERNMENT PER SEARCH PRICING
EFFECTIVE SEPTEMBER 1, 2009**

SLG

You may subscribe to the Online Services by agreeing to abide by the General Terms and Conditions and the Price Schedule attached hereto and incorporated herein, as Exhibits A and B, respectively. The General Terms and Conditions and the Additional Terms represent the entire agreement for access to and use of the Online Services. The General Terms and Conditions are also set forth in the online TERMS library. In the event of a conflict or variation between the General Terms and Conditions attached hereto and those appearing in the TERMS library, the latter shall control. Your subscription is subject to acceptance by LexisNexis, which acceptance shall be evidenced by issuing one or more identification numbers to access the Online Services.

SUBSCRIBER
BY: _____
(AUTHORIZED SUBSCRIBER SIGNATURE)
NAME: _____
TITLE: _____
DATE: _____

CUSTOMER INFORMATION (Please type or print):

1. Organization Name: _____
2. Address: _____

3. County: _____
4. Country: _____
5. Telephone Number: _____
6. Telecopier Number: _____
7. Email Address: _____
8. Invoice Address (if different than 2) _____
9. Name of Contact, Telephone Number and E-mail Address for the following:
Installation: _____
Billing: _____
Policy/Legal Notification: _____
Scheduling/Training: _____
10. Entity Web Address _____

CUSTOMER CREDENTIALING PROCESS

As a global provider of information, LexisNexis is taking a proactive approach to protect consumers and our customers. One aspect of this approach is the credentialing of customers. LexisNexis has built a strong, process-controlled system to protect sensitive information from those individuals without a permissible use to view such data; it is essential that LexisNexis knows who is requesting that data, what is being requested, and why to meet both contractual obligations with data providers and internal control standards. LexisNexis is entrusted with highly sensitive, personally identifiable information and takes this responsibility very seriously.

LexisNexis respects the privacy of your personal information. Information obtained during the credentialing process will not be used for any other purpose.

MAIN CONTACT INFORMATION - An individual designated as a Main Contact will be presumed to have authority to verify account information and request changes to said information. For credentialing purposes only, each Main Contact must provide the following information requested below. Credentialing will be performed on the principals and individual(s) listed below, as well as the organization. Please note that the credentialing process may include telephone contact with the individual(s) listed below; please provide a business telephone number through which the Main Contact may be reached. LexisNexis respects the privacy of your personal information; information obtained during the credentialing process will not be used for any other purpose. For more detailed information, please see LexisNexis' Privacy Statement at <http://www.lexisnexis.com/terms/privacy>.

Last Name _____ First Name _____ M.I. _____
Title _____ Telephone _____
Email Address _____
1. First five digits of your Social Security number _____
2. Full date of birth _____

3. Complete Home Address _____

4. State where individual holds professional
license and/or where business is licensed or
incorporated. _____

Bar/Registration
Number/Corporate
Registration Number _____

ADDITIONAL ADMINISTRATOR OR CONTACT INFORMATION (Optional) - Please refer to preceding text for additional information.

Last Name _____

First Name _____

M.I. _____

Title _____

Telephone _____

Email Address _____

1. First five digits of your Social Security number _____ - _____

2. Full date of birth _____

3. Complete Home Address _____

4. State where individual holds professional
license and/or where business is licensed or
incorporated. _____

Bar/Registration
Number/Corporate
Registration Number _____

AGENCY INFORMATION

Subscriber certifies that Subscriber has not been the subject of any proceeding regarding any trust related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Subscriber has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN or its data, including but not limited to, any matter involving potential violations of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "GLBA"), the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related laws (the "DPPA"), the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"), the Fair Debt Collection Practices Act (FDCPA) (15 U.S.C. § 1692-1692p) or similar legal or regulatory guidelines. If any such matter has occurred, Subscriber shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement.

PERMISSIBLE USE CERTIFICATION – Please select all choices applicable to the organization.

GLBA PERMISSIBLE PURPOSE

Some LexisNexis Services use and/or display nonpublic personal information, which is governed by the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "GLBA"). Customer certifies it has the permissible use under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will only use such information obtained from LexisNexis Services for such purpose(s) selected below or, if applicable, for the purpose indicated by Customer electronically while using the LexisNexis Services:

(At least one must be INITIALED to be permitted access to GLBA data.)

- | | |
|--------------------------|--|
| <input type="checkbox"/> | No permissible use; |
| <input type="checkbox"/> | 1. As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer; |
| <input type="checkbox"/> | 1: (B) As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications (<i>Accurint Only</i>); |
| <input type="checkbox"/> | 2. To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability; |
| <input type="checkbox"/> | 3. In required institutional risk control programs; |
| <input type="checkbox"/> | 4. In resolving customer disputes or inquiries; |
| <input type="checkbox"/> | 5. Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer; |
| <input type="checkbox"/> | 6. Use by persons acting in a fiduciary or representative capacity on behalf of the consumer; |
| <input type="checkbox"/> | 7. In complying with federal, state, or local laws, rules, and other applicable legal requirements; |
| <input type="checkbox"/> | 8. To the extent specifically permitted or required under other provisions of law & in accordance with the Right to Financial Privacy Act of 1978, to LE agencies, self regulatory organizations, public safety. |

DPPA PERMISSIBLE PURPOSE

Some LexisNexis Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Customer certifies it has a permissible use under the DPPA to use and/or obtain such as marked below, and Customer further certifies it will only use such information obtained from LexisNexis Services for such purpose(s) selected below or, if applicable, for the purpose indicated by Customer electronically while using the LexisNexis Services:

(At least one must be INITIALED to be permitted access to DPPA data.)

- | | |
|--------------------------|---|
| <input type="checkbox"/> | No permissible use; |
| <input type="checkbox"/> | 1. In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation; |
| <input type="checkbox"/> | 2. To verify the accuracy of information about a person who provided the information to you (or your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud; |
| <input type="checkbox"/> | 3. Use by a government agency but only in carrying out its functions; |
| <input type="checkbox"/> | 4. Use by any person acting on behalf of a government agency but only in carrying out the agency's functions; |
| <input type="checkbox"/> | 5. Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or |

- underwriting;
6. In connection with motor vehicle safety or theft, or driver safety (except for a motor vehicle manufacturer);
 7. Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code. (Accurant Only)

With regard to the information that is subject to the DPPA, some state law permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will only use the information described in Sections A and B of this Permissible Use Certification in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

Customer acknowledges by signing above that completion of this document does not guarantee successful credentialing or the creation of a LexisNexis account.

Customer agrees that the Main Contact may be contacted and provide any additional information, if needed, in order to process this credentialing request.

Customer I.D. Information (Please type or print)		
ID Holders' Names (additional sheet attached <input type="checkbox"/>)	ID Holders' Titles/Positions	ID No. (LN to fill in)

EXHIBIT A TO LexisNexis® SUBSCRIPTION AGREEMENT

SLG

General Terms and Conditions

State/Local Government Per Search Pricing

September 1, 2009

The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by LexisNexis, a division of Reed Elsevier Inc. and its affiliated companies (collectively "LN"). The terms "you" and "your" in upper or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with LN. The "Subscription Agreement" shall consist of these General Terms and Conditions, and the standard, transactional rates applicable to your market (the "Price Schedule").

1. GRANT OF RIGHTS; RESTRICTIONS ON USE

1.1 You and the Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for research purposes the Online Services and Materials made available to you. The rights granted to each Authorized User are as follows:

(a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the internet), subject to the Supplemental Terms for Specific Materials ("Supplemental Terms"). Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the means of display is not through the internet, an intranet or other types of networking communication like LANs, WANs;

(b) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts");

(c) With respect to Materials that are court cases, court rules, court briefs, agency-issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories (collectively, "Authorized Legal Materials"), the right to download using the commands of the Online Services and store in machine-readable form, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Authorized Legal Materials included in any individually searchable file or content source in the Online Services to the extent the storage of those Authorized Legal Materials is not further limited or prohibited by the Supplemental Terms. The storage may continue so long as the Authorized Legal Materials are needed for purposes contemplated under the Subscription Agreement or until the Subscription Agreement is terminated, whichever occurs first;

(d) With respect to all Materials other than Authorized Legal Materials, the right to download using the commands of the Online Services and store in machine-readable form for no more than 90 days, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services, to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms;

(e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law; and (2) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance.

For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to LN for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the rates in the applicable Price Schedule.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms, you and the Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you and the Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not exploit the goodwill of LN, including its trademarks, service marks, or logos without the express written consent of LN. Additionally, under no circumstances may you or any Authorized User offer any part of the Online Services or Materials for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of LN.

1.4 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belongs to LN or its third party suppliers of Materials. Neither you nor the Authorized Users acquire any proprietary interest in the Online Services, Materials, or copies thereof except the limited license set forth herein.

1.5 You and the Authorized Users may not use the Online Services or Materials in any fashion that infringes the intellectual property rights or proprietary interests of LN or any third party.

1.6 You and the Authorized Users may not remove or obscure the copyright notice or other notices contained in Materials.

1.7 You and the Authorized Users may not use information included in the Online Services or Materials to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.8 Other provisions that govern use of the Materials are set forth in the applicable Price Schedule, the Supplemental Terms, online descriptions of files, online notices following source selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into the Subscription Agreement.

2. ACCESS TO SERVICES

2.1 Only your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcing and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized User" means an Eligible Person whom you have identified to LN for purposes of issuing an LN ID. You agree that each LN ID may only be used by the Authorized User to whom LN assigns it and that the LN ID may not be shared with or used by any other person, including other Authorized Users. You will manage your roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User is no longer an Eligible Person or you otherwise wish to terminate the Authorized User's access to the Online Services. You are responsible for all use of the Online Services accessed with LN IDs issued to your Authorized Users, including associated charges, whether by Authorized Users or others. You will use reasonable commercial efforts to prevent unauthorized use of LN IDs assigned to your Authorized Users and will promptly notify LN, in writing, if you suspect that such an LN ID is lost, stolen, compromised, or misused.

2.2 Use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by LN in writing, use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.3 To comply with local privacy, data protection and other laws, each LN ID is country specific and may not be used outside the country for which it is issued except for short periods not to exceed 30 continuous days. If LN suspects use of an LN ID outside the country of issue for a period in excess of 30 continuous days, LN may suspend the LN ID or require you to use and pay for an LN ID for the relevant country. On request, LN will issue a geographically compliant LN ID.

2.4 The Online Services, Materials, and feature functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.

3. LIMITED WARRANTY

3.1 LN represents and warrants that it has the right and authority to make the Online Service and Materials available to

you and the Authorized Users as authorized expressly by the Subscription Agreement.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Service or any features thereof or any Materials, (c) your or an Authorized User's use of the Online Services or Materials, (d) the loss or corruption of any data or equipment in connection with the Online Services, (e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

4.2 "Covered Party" means (a) LN and any officer, director, employee, subcontractor, agent, successor, or assign of LN; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS OR THE SUBSCRIPTION AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO YOUR (AND YOUR AUTHORIZED USERS) INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

4.5 Notwithstanding anything to the contrary in this Section 4:

(a) If there is a breach of the warranty in Section 3.1 above, then LN at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or

damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with the Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or Materials with or into other products or applications not approved by LN; (iii) you give LN prompt notice of any such claim; and (iv) you give LN the right to control and direct the investigation, defense and settlement of each such claim. You, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

(b) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either: (i) procure for you the right to continue using the Online Services, (ii) replace or modify the Online Services so that they become non-infringing; or (iii) terminate the Subscription Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

5. MISCELLANEOUS

5.1 These General Terms and Conditions may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your Price Schedule; all other provisions of these General Terms and Conditions may be changed by LN immediately upon notice to you. If any changes are made to these General Terms and Conditions, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or the Authorized Users but will apply to all similarly situated LN customers using the Online Services. You may terminate the Subscription Agreement upon written notice to LN if any change to these General Terms and Conditions is unacceptable to you. For termination to be effective under this Section 5.1, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change to these General Terms and Conditions constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, the Subscription Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, the Subscription Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

5.2 You or LN may terminate the Subscription Agreement at any time in accordance with this Section 5.2. The effective date of termination shall be 10 days after the receipt of written notice of termination, unless a later date is specified in the notice. LN may temporarily suspend or discontinue providing the Online Services to any Authorized User without affecting other Authorized Users without notice and pursue any other

legal remedies if you or any Authorized User fails to comply with any obligations under the Subscription Agreement.

5.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342.

5.4 The failure of you, LN, or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 Neither you nor any Authorized User may assign your rights or delegate your duties under the Subscription Agreement to access and use the Online Services and Materials without the prior written consent of LN, which consent shall not be unreasonably withheld. The Subscription Agreement and any amendment thereto and shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

5.6 LN's ability to provide information to its customers is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions. You acknowledge and agree that LN will perform a due diligence review of you and that the due diligence review will be heightened if you desire access to sensitive information. You agree to reasonably cooperate with LN to provide all information reasonably necessary for LN to comply with applicable laws. You further acknowledge and agree that if you fail to cooperate with LN's due diligence review, LN may decline to provide you with access to the Online Services or to certain types of information. If you have entered into a fixed price amendment with LN but LN is unable to provide you will some of the Materials in your subscription due to your non-cooperation, LN may restrict your access in order to comply with applicable law but will be under no obligation to reduce your monthly commitment. In the rare case that LN is unable to provide you with access to any of the Materials available in the Online Services, LN will terminate the Subscription Agreement and any applicable fixed price amendment without fine or penalty to you. Finally, you also agree that during the term of the Subscription Agreement LN may perform periodic reviews of your use of regulated data in order to comply with regulatory, data security, privacy and license restrictions, and that the reviews may include, but are not necessarily limited to, asking you to verify your permissible purpose for accessing such data. You agree to cooperate with LN in any such review and to promptly produce all records and documentation reasonably requested by LN for this purpose.

5.7 If you, any of your Authorized Users, or any person you or your Authorized Users permits to use the LN Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID (a "User") should access or use regulated data in an unauthorized manner (a "Security Event"), then the following provisions will apply: (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the

notification will not reference LN or the product through which the regulated data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN; (d) you will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and you will indemnify LN for any third party claims directed against LN that arise from such Security Event; and (e) all such notifications and indemnity claims related to your Security Event will be solely at your expense.

5.8 The Subscription Agreement shall be governed by and construed in accordance with the laws of the State of ~~New York~~ ^{Kansas} regardless of the law that might otherwise apply under applicable principles of conflicts of law.

5.9 The Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of the Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of the Subscription Agreement.

5.10 Where applicable, each affiliated company of LN and each third party supplier of Materials has the right to assert and enforce the provisions of the Subscription Agreement directly on its own behalf as a third party beneficiary.

5.11 The Subscription Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.

-----END OF EXHIBIT A-----

EXHIBIT B TO LexisNexis® SUBSCRIPTION AGREEMENT

SLG

Price Schedule

State/Local Government Per Search Pricing

September 1, 2009

These charges are effective as of September 1, 2009, and shall continue thereafter until the subscribing organization or individual ("Subscriber") is notified otherwise. For more information about the pricing components, consult the Price Definitions and Price List available via the Classic Online Services using LexisNexis communications software under the administrative identification number **20B9ZWS**, at no cost to Subscriber for accessing or printing.

1. INFORMATION CHARGES

1.1 SEARCHES. Charges currently range from \$0 to \$35.00 per search. Consult the Price List available in the Online Services for detailed search charges.

1.2 DISCOUNTS. The discounts set forth below shall be applied to Subscriber's Information Charges for each monthly invoice period. The discount shall be computed monthly and shall be based on the average amount of Information Charges incurred by Subscriber in the three month period beginning four months before the month Subscriber receives the discount. Discounts shall not apply to: (i) Historical Stock Quotes, (ii) Investext, (iii) MarkMonitor, (iv) MarkIntel, and (v) Multex.

Monthly Average Information Charges	Flat Discount
From \$0 up to \$15,000	0%
Over \$15,000 up to \$30,000	2%
Over \$30,000 up to \$60,000	4%
Over \$60,000 up to \$90,000	8%
Over \$90,000	12%

1.3 ACCESS. Charges currently range from \$0 to \$50. Consult the Price List available in the Online Services for detailed access charges.

1.4 LEXISNEXIS® ALERT. Charges for LexisNexis Alert searches are based on the frequency in which they are executed. Reports are printed at applicable print rates.

Frequency	Each Report
Intra-Day	\$8
Intra-Day 2x	\$16
Intra-Day 3x	\$24
Daily	\$14
Business Day (M-F)	\$18
Weekly	\$21
Monthly	\$27

1.5 RESEARCH TOOLS.

EACH CASE/CITATION/REPORT	
Shepard's® Table of Authorities Report	\$1.00/report*
Auto-Cite® service	\$6.00/cite*
Shepard's® Citation Service	\$6.00/cite/SHEPARD'S*

*Includes printing and downloading charges.

Shepard's® Alert	Setup	Updates
Demand UPD	\$0.00	\$0.00
Business Day	\$0.00	\$0.00
Weekly	\$0.00	\$0.00
Bi-Weekly	\$0.00	\$0.00
Monthly	\$0.00	\$0.00

SHEPARD'S® BRIEF SUITE™ DESKTOP & BRIEFCHECK.COM	EACH LINK/RETRIEVAL/REPORT
Shepard's® BriefCheck™ Convenience	\$2.00/link*
Shepard's® BriefCheck™ Unique Document Retrieval	\$2.00/retrieval*
Shepard's® Link™ Convenience	\$2.00/link*
Shepard's® FullAuthority® Report	\$20.00/report*

Shepard's® StyleCheck™ Report	\$20.00/report*
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*Includes printing and downloading charges.

SINGLE DOCUMENT RETRIEVAL

through LexisNexis™ at www.lexis.com

via embedded link (excluding Document Links)	\$6.00/link
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via Get a Document by citation	\$6.00/link
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through LexisNexis Research Software

via LEXSEE® service	\$6.00/link
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via LEXSTAT® service	\$6.00/link
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TOC Document Linking	\$4.00/link
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Enhanced Table of Content (TOC)	\$4.00/per search
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Briefs, Pleadings and Motions	\$35.00/link
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1.6 HISTORIC STOCK QUOTES.

EACH QUOTE

through LexisNexis Research Software

Historic Price Quotes	\$0.15*
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Historic Dividend Quotes	\$0.25*
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*Includes printing and downloading charges.

through LexisNexis at www.lexis.com

Historical Quotes	\$0.30 per day per quote
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Results will be formatted for viewing in a tabular format and can be formatted for printing and printed to the user's local printer at no additional charge. To download the results to CSV (spreadsheet/Excel format) the charge will be \$2.00. To receive a chart, the charge will be an additional \$1.00. For each additional company that is added to the chart for comparison the cost will be \$1.00.

1.7 PRINTING AND SAVING TO DISK.

Charges for printing and saving to disk are included in the Per-Search rate.

1.8 IMAGES.

Charges for images will be as follows per image retrieved, including print:

	Each Image
Anatomical Transparencies	\$0.00
Trademark design images	\$0.00
Patent exemplary drawing images	\$0.00
Elsevier Environmental	\$3.00
Elsevier Business	\$6.00
IHI patent images – International	\$6.00
Patent Family Reports	\$6.00
Forms	\$7.50
Potomac Text Document	\$8.00
Hoppenstedt	\$10.00
Investext	\$10.00
PDF Image for Judicial Profile – 7 th Circuit	\$10.00
PDF Image for Judicial Profile – 9 th Circuit	\$10.00
Global Reports	\$25.00
ISO Policy Forms	\$25.00
Miller's	\$25.00
Potomac PDF Document	\$25.00
Expert Commentary	\$50.00
Other Expert Witness Transcripts – Excerpts	\$50.00
Triodyne Expert Witness Transcripts – Excerpts	\$50.00
M&A Insight Notes	\$100.00
Other Expert Witness Transcripts – Full	\$110.00
Triodyne Expert Witness Transcripts – Full	\$110.00
Expert Commentary – Bensen on the Patent Reform Act of 2007	\$112.00

	Each Image
PDF Image for Premium Judicial Profile	\$200.00
Corporate Governance Quotient Profiles	\$250.00
M&A Insights Analysis	\$450.00
Sustainability & Risk Reports	\$1,500.00

1.9 ATTACHMENTS. Attachment charges are as follows per attachment retrieved, including printing and downloading:

	Each Attachment
Attorney Text Book of Medicine	\$0.00
JurisCharts: Tax	\$20.00
JurisCharts with Analysis: Tax	\$30.00
Mealey	\$0.00
Patent images – US domestic	\$5.00
McClatchy Graphics	\$6.00
Newscom, LLC	\$6.00
WPNPHO – World Picture Network – Full Size	\$6.00
Enhanced Form: Open Fillable word processing version of form	\$10.00
All Case Law Jurisdictions – Case in Brief	\$30.00
Caselaw Official Reports	\$25.00
Elsevier Science	\$30.00
Core Form: Open word processing version of form	\$35.00
Briefs, Pleadings & Motions	\$35.00
Netter Medical Illustrations	\$20.00
Core Critical Issues Pamphlet	\$20.00
Core Emerging Issues Commentary	\$20.00
50 State Comparative Legislation & Regulations	\$25.00
JurisCharts: Insurance	\$125.00
Enhanced Critical Issues Pamphlet	\$133.00
Enhanced Emerging Issues Commentary	\$133.00
Premium Current Critical Issues Pamphlet	\$50.00
Premium Emerging Issues Commentary	\$50.00
Advanced Practice Strategies Medical Illustrations	\$175.00
Download Interactive Analytical Report	\$50.00
Download PDF chart of Multi-Jurisdictional Survey with Analysis Now	\$30.00
JurisCharts with Analysis: Insurance	\$30.00

1.10 DUN & BRADSTREET REPORTS.

Charges for Business Information Reports will range from \$84.00 to \$599.00 depending on the user's location (e.g. USA, Canada, etc.). Charges for other Dun & Bradstreet Reports will range from \$72.00 to \$130.00 depending on the specific report requested. Consult the Price List available in the Online Services for detailed report charges.

1.11 ANALYZER. \$0 per search and \$200 per report.

1.12 SMARTLINX.

\$99 per search

\$0 for a Public Record (PUBREC) report

\$0 for a Click Search

1.13 DELAWARE SECRETARY OF STATE. \$35 per report.

1.14 COMPANY DOSSIER. Charges range from \$5 up to \$50 per report and from \$0 up to \$50 per document link.

1.15 RISK SOLUTIONS. Charges for Telephone Look-Up will be \$0.75 per search, Reverse Telephone Look-Up will be \$0.75 per search, Name and Address Verification will be \$3.00 per search, and InstantID® will be \$3.00 per search. Get A Report charge will be \$99.00 per search. Charges for Report Component will range from \$0 to \$6.00 per report. Charges for Web

Documents will range from \$10.00 to \$20.00 per document. Consult the Price List available in the Online Services for detailed report charges.

Offline Civil and Criminal Court Records ("OCCCR") fees depend on the jurisdiction. OCCCR fees may consist of some or all of the following charges:

OCCCR FEES	
Search Type fee	\$16.00 – 175.00 per search
Court Access fee	\$1.00 to \$40.00 per search
Excess Case fee (1 to 5 cases)	\$0.00
Excess Case fee (6 or more cases)	\$1.00 per case
Previous 10-Year Date Range fee	\$6.00 per search

1.16 EDGAR ONLINE. \$15 for Excel Reports and \$22 for Non-Excel Reports.

1.17 INVESTEXT DOCUMENTS. Two Most Recent Reports will be \$9.00 per page, and Archive Reports will be \$45.00 per report.

1.18 MARKMONITOR®. The following sources from the gateway searches will be \$35.00 per search: DomainSmart, eBannermonitor, eBoardmonitor, eDomainmonitor, eLinkmonitor, eNetmonitor, eSitemontior, TMIQ, Inbox and ReverseWhois.

1.19 ELSEVIER SCIENCE JOURNALS. \$50 - \$100 per search.

1.19 COURTLINK.

1.19.1 COURTLINK VIA LEXIS.COM. Charges for CourtLink products retrieved via lexis.com.

COURTLINK	CHARGES
CourtLink Docket Search	Range \$9.50 - \$57.00
CourtLink Docket Retrieval	\$5.00 & \$9.00
CourtLink Docket Update	\$4.00
CourtLink OSD Image (pdf)	\$5.00

1.19.2 COURTLINK VIA COURTLINK PLATFORM. Charges for CourtLink products retrieved via the CourtLink platform.

COURTLINK	CHARGES
Alert	Range \$0.30 - \$59.00 per case found
Track	Range \$3.30 per update to \$19.75 per update
Search & Retrieve	Range from \$5.00 - \$200.00 per search
CourtLink OSD Image pdf (Document Ordering)	\$5.00 - \$50.00

Consult the CourtLink Fee Schedule available at <https://w3.courtlink.lexisnexis.com/Help/Pricing/pricing.htm> for detailed report charges. In the event of a conflict between the range prices above and the CourtLink Fee Schedule, the CourtLink Fee Schedule will control.

Notwithstanding anything to the contrary set forth herein, nothing in the Agreement shall prohibit Subscriber from redistributing Colorado court-created docket materials ("Colorado Docket Materials"). Any such redistribution of Colorado Docket Materials will be done at Subscriber's own risk. LN will not be responsible for any claim or cause of action that may be brought against Subscriber by a third party in connection with Subscriber's redistribution of the Colorado Docket Materials.

2. HANDLING CHARGE. \$15 for documents printed at the LexisNexis computer center.

3. MONTHLY SUBSCRIPTION CHARGE. \$75 per building with equipment used to access the Online Services (up to a maximum of \$150 per Agency).

4. INSTRUCTION. Training is provided at no charge and covers (a) the basic instruction of all individuals selected by Subscriber to receive instruction in the use of the Online Services and (b) standard instructional and reference materials on the use of the Online Services. Everyone who completes training shall receive one hour of free use to perfect their skills. This free hour is non-transferable and must be used within 14 calendar days of the date on which basic instruction is completed, at a single session or on an aggregated basis. Credit for free use shall automatically be reflected on Subscriber's monthly invoice and shall be applied against Subscriber's total charges in a given month.

5. EQUIPMENT AND SOFTWARE CHARGES.

5.1 Subscriber may use its own equipment, or equipment may be available from the provider of the Online Services ("Access Equipment").

5.2 The Access Equipment shall be maintained by the provider of the Online Services at its then current standard charges. Contact your account representative for current charges. Subscriber may terminate rental of any Access Equipment upon 10 days written notice. Access Equipment must be returned to the provider of the Online Services in the same condition in which it was received, reasonable wear and tear excepted.

5.3 Subscriber shall not permit any of its agents or employees to attempt to move, modify, repair, or tamper with any Access Equipment in any way, except that Subscriber may install Access Equipment designated by the provider of the Online Services as installable by Subscriber. If Subscriber installs Access Equipment, Subscriber shall do so in accordance with the applicable instructions. Subscriber assumes all responsibility for any personal injury or property damage, including damage to Access Equipment, that occurs as a result of Subscriber's installation of the Access Equipment.

5.4 Subscriber shall pay then current standard charges for any software licensed by the provider of the Online Services. Additional terms and conditions applicable to the software are packaged with the software and Subscriber agrees to promptly return the software if Subscriber is not in agreement with these terms and conditions. By using the software, Subscriber agrees to be bound by the terms and conditions packaged with that software.

6. TAXES. The charges detailed in this Price Schedule are exclusive of any state or local sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax will not be charged to Subscriber upon receipt of a certificate of exemption.

7. PAYMENT TERMS. All charges incurred by Subscriber are payable within 30 days after receipt of an invoice. Subscriber shall pay all charges in accordance with any applicable "Prompt Payment Act" or similar legislation.

8. CHANGES TO CHARGES AND DISCOUNTS. Charges and discounts may be changed only upon 30 days prior notice, which notice shall be with your invoice or otherwise provided in writing.

9. COLLECTION COST. Subscriber shall be liable for all costs of collection incurred by the provider of the Online Services, including without limitations, collection agency fees, reasonable attorney's fees, and court costs, if Subscriber fails to comply with the payment obligations set forth herein.

10. MISCELLANEOUS.

10.1 In the event Subscriber issues a purchase order or other document relating to the Online Services, Subscriber agrees that the document shall be for Subscriber's internal purposes only and shall in no way modify or affect any of the terms or conditions for access to the Online Services.

10.2 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

-----END OF EXHIBIT B-----

**SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT**

"Subscriber": The City of Wichita, Kansas (for use by the City Attorney's Office)

"LN": LexisNexis, a division of Reed Elsevier Inc.

In this Amendment (the "Amendment") Subscriber and LN agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

1. TERM

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" means an individual to whom Subscriber assigns an LN identification number under a Participating Billgroup ("LN ID"). Only Subscriber's employees, temporary employees, and contractors are eligible to be Authorized Users. Subscriber agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Subscriber will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Subscriber or Subscriber otherwise wishes to terminate the Authorized User's access to the Online Services. Subscriber is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Subscriber will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
TBD	Wichita, KS

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are ____ judges and attorneys, and ____ government professionals for a total of ____ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*SM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARD'S
(a)	Pure Lexis	SBTNLO	Full
(b)	KS Enhanced	CDENKS	
(c)	AmJur	ZZZYXC	
(d)	ALR	ZZYWVJ	
(e)			
(f)			
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials			

	COMMITMENT PERIOD(S)			MONTHLY COMMITMENT
Beginning	2/1/2011	to	3/31/2011	\$ N/C
Beginning	4/1/2011	to	3/31/2012	\$ 1260.00
Beginning	4/1/2012	to	3/31/2013	\$ 1260.00
Beginning	4/1/2013	to	3/31/2014	\$ 1299.00
Beginning		to		\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

Subscriber elects access to the Alternate Pricing Materials

(Initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until July 30, 2010. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber on the last day of any Commitment Period upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

AGREED TO AND ACCEPTED BY:

LexisNexis, a division of Reed Elsevier Inc.

SUBSCRIBER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

LexisNexis, a division of Reed Elsevier Inc. ("LN") and

CITY OF WICHITA, KANSAS, FOR USE BY WICHITA
CITY ATTORNEYS OFFICE

("Subscriber") agree to amend the Subscription Agreement (the "Agreement") between LN and Subscriber by adding to the Agreement the following terms and conditions (the "Amendment").

APPROPRIATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

LexisNexis, a division of Reed Elsevier Inc.

SUBSCRIBER

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

City of Wichita
City Council Meeting
July 27, 2010

TO: Mayor and City Council

SUBJECT: Authorization to Submit Exemption Application – Boys and Girls Club Leasehold;
2400 Opportunity Drive. (District I)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve City participation in application for tax exemption on the property at 2400 Opportunity Drive, leased to Boys and Girls Club of South Central Kansas, and authorize necessary signatures.

Background: On June 21, 2005, the City Council approved leasing a portion of the former Heartsping site at 2400 North Jardine (now 2400 Oppotrtnuity Drive) to the Boys and Girls Club of South Central Kansas (“Boys and Girls Club”) for a 99-year term, at a cost of \$1.00 per year. The Boys and Girls Club used the leasehold premises to construct a facility to replace their prior facility at 21st Street North and Grove. The new facility provides a wide variety of services and programs for at risk youths . The Boys and Girls Club would like to seek a tax exemption on the leased property, under K.S.A. 79-201, Ninth, for the term of the lease, but the application process would require the City to join in the execution and submission of the tax exemption application.

Analysis: The Lease does not address the issue of tax exemption, but does provide that the tenant will pay all applicable taxes assessed on the property. If the Boys and Girls Club owned the property in fee, it would likely be able to attain exemption based on its status and the use of the property. Joining in the application would provide a further economic benefit in support of the facility and its programs by relieving the Boys an Girls Club of the expense of property taxes.

Financial Considerations: Joining in the application will simply allow the Boys and Girls Club to seek the same exemption it could seek if it had obtained actual title to the property instead of leasing it from the City. The land and improvements together are appraised by the County at \$5,208,430, and if not exempted, would be classified as urban commercial property with an assessed value of \$1,302,108. The Boys and Girls Club will pay all fees required for submission of the exemption application.

Goal Impact: To suport a Dynamic Core Area and Vibrant Neighborhoods and further economic support for the facility, by way of a tax exemption and will increase Neighborhood Vibrancy by helping to provide multiple services for all youth in the area.

Legal Considerations: The Law Department has approved the form of the application, and will represent the City as required in any proceedings before the Court of Tax Appeals concerning the same.

Recommendations/Actions: It is recommended the City Council approve City participation in an application for tax exemption on the property at 2400 Opportunity Drive, leased to Boys and Girls Club of South Central Kansas, and authorize necessary signatures.

City of Wichita
City Council Meeting
July 27, 2010

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments (Districts I, III, IV and V)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinances.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinances allow placement of the lot cleanup and mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are on the attached property list.

Goal Impact: Nuisance abatement activities support the goal of Core Area and Vibrant Neighborhoods by cleaning properties that are detrimental to Wichita neighborhoods.

Legal Considerations: These assessments are in accordance with Chapters 7.40.050 and 7.40.060 and 8.01.065 of the City Code. This agenda report has been reviewed and approved by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property List for Special Assessments

<u>Tax Key #</u>	<u>Address / Location</u>	<u>Office of Central Inspection</u>	<u>Amount</u>	<u>District #</u>
C-00779-0001	2038 E 9th St N	lot clean-up	\$ 614.00	1
B-10232	2002 S Greenwood	lot clean-up	615.00	3
B-02599	342 N Pennsylvania	lot clean-up	545.70	1
D-13754	2027 S Euclid	lot clean-up	359.00	4
D-62320	V/L S of 5014 S Osage Cir	weed mowing	\$245.00	4
D-62375	V/L N of 730 W Sunrise	weed mowing	410.00	4
D-62355	V/L # 2 E of S Sycamore & 50 th	weed mowing	575.00	4
B-13741	V/L 2 N 46th St S & Emporia Cir	weed mowing	130.00	3
A-06861	1735 S Broadway St	weed mowing	123.00	3
C-01279	V/L corner 17th St N & N Minnesota	weed mowing	123.00	1
D-24876	4421 S Osage	weed mowing	123.00	1
D-15251	2627 S Elizabeth Ave	weed mowing	123.00	4
C-01089	1626 N Piatt St	weed mowing	123.00	1
C-03586	2606 E 15th St N	weed mowing	123.00	1
C-03616	2702 E 15th St	weed mowing	123.00	1
B-10251	1502 E 16th St N - V/L	weed mowing	123.00	1
C-23707	2277 S Glendale Ave	weed mowing	123.00	3
C-20443	3723 E Funston St E - V/L	weed mowing	123.00	3
D-42604	11714 W Murdock	weed mowing	123.00	5
A-20116	V/L corner 48th St S & Water	weed mowing	295.00	4

Published in The Wichita Eagle on **August 6, 2010**

ORDINANCE NO. 48-787

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE
COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
WICHITA, KANSAS:

SECTION 1. That the sums set opposite the following lots, tracts, pieces and
parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of
cutting weeds in the City of Wichita, Kansas in the year 2010:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOTS 78-80 LAWRENCE AVE ENGLISH 6TH. ADD.	123.00
LOT 13 FOX-HUEY ADD.	123.00
LOT 13 BLOCK 1 SOUTH BROADWAY INDUSTRIAL PARK ADD.	130.00
LOTS 72-74-76 GUY NOW PIATT AVE LOGAN ADD.	123.00
LOTS 1-3-5-7 BLOCK 2 KANSAS ADD.	123.00
W 74 FT LOTS 2-4-6-8 GREEN AVE. FAIRMOUNT ORCHARDS ADD.	123.00
E 67 1/4 FT LOTS 2-4-6-8 GOETHE NOW ESTELLE AVE.	123.00

FAIRMOUNT ORCHARD ADD.	
LOT 2 EXC BEG NW COR E 5 FT S TO SW COR N TO BEG BLOCK 7 GRANDVIEW HEIGHTS ADD.	123.00
LOT 11 BLOCK A MC ADAM ACRES ADD.	123.00
LOT 14 BLOCK C F A BROWN'S 2ND. ADD.	123.00
LOT 11 BLOCK 4 PURCELL'S 10TH. ADD.	123.00
LOT 17 BLOCK 5 GOLDEN HILLS 5TH. ADD.	123.00
LOT 29 BLOCK 1 SYCAMORE POND ADD	245.00
LOT 16 BLOCK 2 SYCAMORE POND ADD	575.00
LOT 4 BLOCK 3 SYCAMORE POND ADD	410.00
LOT 5 BLOCK 1 HOME DEPOT ADD	295.00

SECTION 2. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this **3rd** day of August, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

Published in The Wichita Eagle on **August 6, 2010**

ORDINANCE NO. 48-788

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOT 41 PENNSYLVANIA AVE. MATHEWSON'S 4TH. ADD.	545.70
LOT 22 & W1/2 ALLEY ADJ ON E BODINES ADD.	615.00
LOTS 3-4-5 MC INTYRE & STEELE'S SUB.	614.00
LOT 5 FERGUSON ADD	359.00

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **3rd day of August, 2010**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
July 27, 2010

TO: Mayor and City Council Members

SUBJECT: Selection of Vendor for the Computer Hardware

INITIATED BY: IT

AGENDA: Consent

.....

Recommendation: Approve the contract.

Background: The City purchases computer hardware, support services and maintenance, PC and monitor removal, and PC accessories and peripherals through a bid process. To secure volume pricing/discounts, staff explored securing a master contract for computer hardware, support services and maintenance, PC and monitor removal, and PC accessories and peripherals in 2000, 2003 and 2007. In 2003, it was determined that splitting the contract into four sections - computer hardware, support services and maintenance, PC and monitor removal, and PC accessories and peripherals would provide better pricing opportunities. In February 2008, IT began using student interns to replace the need for support services and maintenance. This provided the City \$39,200.00 in annual cost savings. In 2010, Request for Proposals were sent out for computer hardware, and PC accessories and peripherals. This Agenda Report covers the specifics of the Computer Hardware Contract only.

Analysis: A competitive Request for Proposal (RFP) for computer hardware was posted and five responses were received. A staff screening and selection committee consisting of the IT Help Desk Manager, the IT Help Desk Lead Analyst, two IT Operations Analysts, a Budget Analyst, a Purchasing Analyst, a representative from Law, and a representative from the City Manager's Office reviewed and evaluated the proposals based on the criteria set forth in the Request for Proposal.

Dell Marketing LP's (current vendor) proposal for computer hardware was competitively priced and provided the highest level of service. Over one hundred separate items within the scope of this RFP were selected for bid. A cost analyst was done comparing each item and also a cumulative total. Dell Marketing LP was the unanimous selection based on cumulative totals and service provided. Dell Marketing LP maintains a large inventory on-hand, ensures same day shipping on most products, provides four years of onsite technical support, and extensive purchasing and technical support are available online, as well as by telephone.

Financial Considerations: Computer hardware costs are incurred on an "as needed" basis within departmental operating budgets. This contract provides the lowest cost but is not quantifiable, as the amount of use is unknown.

Goal Impact: This project addresses the Internal Perspective goal by influencing the following indicators: Improve Technology Efficiencies and Increased Productivity.

Legal Considerations: The Law Department has reviewed and approved the contracts as to form. The contracts will be for one year with annual renewal options for an additional two years.

Recommendation/Action: It is recommended that the City Council approve the contracts and authorize the necessary signatures.

Attachments: Contract for computer hardware.

**CONTRACT
for
Computer Hardware**

BLANKET PURCHASE ORDER NUMBER BP030050

THIS CONTRACT entered into this **27th day of JULY, 2010**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **DELL MARKETING LP**, (Vendor Code Number 819608 -002), whose principal office is at One Dell Way, Round Rock, Texas, 78682, Telephone Number (1-800-981-3355) hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Computer Hardware** (Formal Proposal – FP030011) [Commodity Code Number 20453]; and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP030011, [Commodity Code Number 20453] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications and plans provided by the City of Wichita as part of the proposal letting process for Formal Proposal FP030011, shall be considered a part of this contract and is incorporated by reference herein. Should there be any conflict between/ among the documents, this Contract shall govern.
2. **Compensation.** **CITY** agrees to pay to **VENDOR** for **unit price for computer hardware** - Formal Proposal – FP030011 [Commodity Code Number 20453] for the Information Technology / Information Services Department as compensation as per the proposal, plans and specifications and **VENDOR'S** proposal of February 26, 2010 and as approved by the City Council on **July 27, 2010**.

Title to the goods shall pass upon shipment from **VENDOR'S** dock. Risk of loss shall pass to **CITY** upon delivery.

Billing Terms – Net Thirty (30) Days from receipt of invoice.

3. **Term.** The term of this contract shall be from **July 27, 2010, through July 27, 2011**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.
4. **Indemnification.**
 - a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for bodily injuries to persons or damages to tangible property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract. **VENDOR'S** obligation of damages, injuries, losses, expenses, costs, or the settlement shall not extend to the amount attributable to the **CITY'S** (including its officials, agents and employees) negligence or other fault, or breach of this contract. **VENDOR'S** total liability under this Contract for any cause whatsoever shall be limited to the purchase price paid to the **VENDOR** for the products and services that are the subject of the **CITY'S** claim. In no event shall the **VENDOR** be liable for any indirect, special, punitive or consequential damages arising out of this Contract or the use of the products or services purchased by the **CITY** hereunder.
5. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.
6. **Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.
7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.
8. **Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.
9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in proposal or proposal documents is deemed void.
11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.
12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.
13. **Antitrust Claims.** In the event that **VENDOR** initiates litigation for a purported antitrust violation for alleged overcharges, and as a result of such litigation, whether by final judgment or settlement of its claims, **VENDOR** receives monetary compensation, **VENDOR** hereby agrees to pass on to the **CITY** a portion of such compensation if, and only if, the following conditions occur: (a) the compensation received by **VENDOR** in settlement or judgment is directly attributable to software, hardware, goods and/or services included within the computer products or other goods and/or services sold by **VENDOR** to the **CITY** under this Contract; (b) it is determined in the antitrust litigation (whether by judicial finding or stipulation) that the overcharge in software, hardware, goods and/or services suffered by **VENDOR** was, in fact, passed on to the **CITY** in the computer products or other goods and/or services purchased by the **CITY** under this Contract during the time period referenced in the litigation; and (c) in calculating the amount of compensation which **VENDOR** agrees to pass on to the **CITY**, **VENDOR** may deduct its actual costs of suit, including attorney's fees, incurred in achieving the settlement or judgment.

VENDOR has the sole discretion to decide whether or not to pursue any antitrust claim and whether to settle any such claim. **VENDOR** shall have no obligation whatsoever to pursue a purported antitrust violation, notwithstanding any request by the **CITY** to do so.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

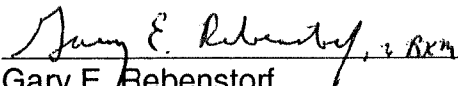
ATTEST:

CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

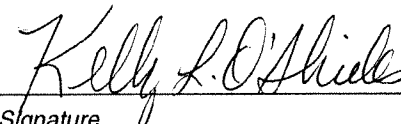
Carl G. Brewer
Mayor

APPROVED AS TO FORM:



Gary E. Rebenstorf
Director of Law

DELL MARKETING LP



Signature

Kelly L. O'Shieles

Print Name

Senior Contracts Consultant

Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
July 27, 2010

TO: Mayor and City Council Members

SUBJECT: Selection of Vendors for the Computer PC Accessories and Peripherals

INITIATED BY: IT

AGENDA: Consent

.....

Recommendation: Approve contract.

Background: The City purchases computer hardware, support services and maintenance, PC and monitor removal, and PC accessories and peripherals through a bid process. To secure volume pricing/discounts, staff explored securing a master contract for computer hardware, support services and maintenance, PC and monitor removal, and PC accessories and peripherals in 2000, 2003 and 2007. In 2003, it was determined that splitting the contract into four sections - computer hardware, support services and maintenance, PC and monitor removal, and PC accessories and peripherals would provide better pricing opportunities. In February 2008, IT began using student interns to replace the need for support services and maintenance. This provided the City \$39,200.00 in annual cost savings. In 2010, Request for Proposals were sent out for computer hardware, and PC accessories and peripherals. This Agenda Report covers the specifics of the computer PC accessories and peripherals contract only.

Analysis: A competitive Request for Proposal (RFP) for computer accessories and peripherals was posted, five responses were received. A staff screening and selection committee consisting of the IT Help Desk Manager, IT Help Desk Lead Analyst, two IT Operations Analysts, a Budget Analyst, a Purchasing Analyst, a representative from Law, and a representative from the City Manager's Office reviewed and evaluated the proposals based on the criteria set forth in the Request for Proposal.

Global Government/ Educational Solutions (current vendor) proposal for PC accessories and peripherals was competitively priced and provided the highest level of service. Twenty-eight items within the scope of this RFP were selected for bid. A cost analyst was done comparing each item and also a cumulative total. Global was the unanimous selection based on cumulative totals and service provided. Global maintains a large inventory, provides same day shipping on most products and does not charge for shipping.

Financial Considerations: Computer accessories and peripherals costs are incurred on an "as needed" basis within departmental operating budgets. This contract provides the lowest cost but is not quantifiable, as the amount of use is unknown.

Goal Impact: This project addresses the Internal Perspective goal by influencing the following indicators: Improve Technology Efficiencies and Increased Productivity.

Legal Considerations: The Law Department has reviewed and approved the contracts as to form. The contracts will be for one year with an annual renewal options for an additional two years.

Recommendation/Action: It is recommended that the City Council approve the contract, and authorize the necessary signatures.

Attachments: Contract for computer PC accessories and peripherals.

CONTRACT
for
Computer PC Accessories and Peripherals

BLANKET PURCHASE ORDER NUMBER BP030051

THIS CONTRACT entered into this **27 day of July, 2010**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **GLOBAL GOVERNMENT/EDUCATION SOLUTIONS**, (Vendor Code Number 801386 – 001 whose principal office is at 6990 State Route 36 East, Fletcher, Ohio, 45326, Telephone Number (1-888-445-2725) hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Computer PC Accessories and Peripherals** (Formal Proposal – FP030010) [Commodity Code Number 98430]; and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP030010, [Commodity Code Number 98430] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications and plans provided by the City of Wichita as part of the proposal letting process for Formal Proposal FP030010, shall be considered a part of this contract and is incorporated by reference herein.
2. **Compensation.** **CITY** agrees to pay to **VENDOR** unit price for **Computer PC Accessories and Peripherals** - Formal Proposal – FP030010 [Commodity Code Number 98430], for the Information Technology Department / Information Services as per the proposal specifications and **VENDOR'S** proposal of **FEBRUARY 22, 2010** and as approved by the City Council on **July 27, 2010**.

Pricing on PC Accessories and Peripherals will not exceed and will be subject to the National Government /Educational Pricing from vendor. The City will have the opportunity to take advantage of special promotions and lower pricing if available. All products will be shipped FOB Destination.

Billing Terms – Net Thirty (30) Days

3. **Term.** The term of this contract shall be from, **July 27, 2010, through July 27, 2011**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.
4. **Indemnification and Insurance.**
 - a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.
5. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.
6. **Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances, which may pertain to the providing of services under this Contract.
7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.
8. **Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.
9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in proposal documents is deemed void.
11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.
12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:


CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

**GLOBAL GOVERNMENT/EDUCATION
SOLUTIONS**


Gary E. Rebenstorf
Director of Law

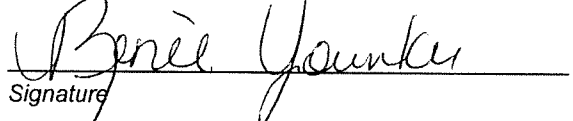

Signature
Renée Younker
Print Name
Contract Administration Manager
Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Nondiscrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, sub purchase order or sub agreement so that such provisions will be binding upon each subcontractor, sub vendor or sub supplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Agenda Item No. XII-16

**City of Wichita
City Council Meeting
July 27, 2010**

TO: Mayor and City Council

SUBJECT: HOME CHDO Operating Support Funding (Districts I, III, IV, V, VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the recommended allocations and the funding agreements and authorize the necessary signatures.

Background: On May 4, 2010, the City Council approved final allocations under the 2010-2011 second program year action plan, which included \$50,000 of HOME Investment Partnerships Program (HOME) funds for operational support funding for City-designated Community Housing Development Organizations (CHDOs). Up to five percent of the City's HOME allocation may be used to provide general operating assistance to CHDOs that are receiving set-aside funds for a housing development activity. Operating expenses are defined as reasonable and necessary costs for the operation of the CHDO, and may include salaries, wages, and other employee compensation and benefits. Expenses for education, training, travel, rent, utilities, communications costs, taxes, insurance equipment, materials and supplies are also eligible. A maximum grant amount of \$25,000 is available to any one CHDO, under the City's program.

Analysis: Housing and Community Services staff members have evaluated funding applications and make the following recommendations for funding, based on anticipated housing production utilizing 2010 City HOME Program funding:

Mennonite Housing Rehabilitation Services (MHRS) is recommended to receive \$25,000. The funding will partially fund the MHRS project coordinator's salary, to oversee the following programs which are HOME-funded: 2010 Local Investment Area (LIA) CHDO set-aside Neighborhood Homes projects, Boarded-up House projects, and single-family development projects funded under the Housing Development Loan Program. MHRS activity in 2010-2011 should produce four units of housing with CHDO set-aside funding.

During the 2009-2010 program year, MHRS completed construction and sale of nine new homes within the City's LIAs utilizing CHDO set-aside funding, the Boarded-up House Program, and funding provided under the Housing Development Loan Program.

Power CDC is recommended to receive \$25,000. The funding will partially fund the salary and benefits for the Executive Director, to oversee the following programs which are HOME-funded: 2010 Northeast LIA CHDO set-aside single-family housing projects, Boarded-up House projects, and single-family development projects funded under the Housing Development Loan Program. Power CDC activity should produce four units of housing with CHDO set-aside funding.

During the 2009-2010 program year, Power CDC completed construction and sale of six new homes in the City's LIAs utilizing CHDO set-aside funding, funding provided under the Housing Development Loan Program, and Boarded-up House Program funding.

Financial Considerations: Funding for these allocations will come from the 2010-2011 HOME Grant, as previously allocated by the City Council. Funding allocations are based on anticipated housing production utilizing 2010 City HOME Program CHDO set-aside funding.

Goal Impact: The proposed allocations will assist City CHDOs in contributing to the City Council goals of Economic Vitality and Affordable Living, and Dynamic Core Area and Vibrant Neighborhoods.

Legal Considerations: Funding agreements have been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council approve the recommended allocations and the funding agreements, and authorize the necessary signatures.

Attachments: Funding agreements.

GRANT AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING SERVICES DEPARTMENT**

A

PARTICIPATING JURISDICTION

And

**Mennonite Housing Rehabilitation Services, Inc.
(The Agency)**

A

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

**Operating Support Funding
2010-2011**

HOME Investment Partnerships
Program

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, KS 67203
Phone (316) 268-4688
Fax (316) 268-4219

No. _____

AGREEMENT

THIS CONTRACT, dated to be effective the 27th day of July, 2010, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Mennonite Housing Rehabilitation Services, Inc. (hereinafter referred to as the "Agency").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Agency is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.208; and

WHEREAS, the City deems the activities to be provided by the Agency as consistent with, and supportive of the HOME Investment Partnership Program, and the Agency requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Agency is essential for the successful implementation of an Affordable Housing Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Agency must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Agency are to begin July 27, 2010, and end no later than December 31, 2011 and shall be undertaken to accomplish the purposes of this contract.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Agency shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Agency shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Agency, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Agency shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Agency or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Agency or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Agency or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Agency of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or

activity" is defined as any function conducted by an identifiable administrative unit of the Agency receiving funds pursuant to this contract.

B. The Agency further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Agency will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Agency has fifteen or more employees, the Agency is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Agency's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

3. The Agency agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where

both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Agency agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Agency will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Agency that involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Agency sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Agency shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or Agency to assume the same obligations as the Agency for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or Agency shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation of residential property containing less than twelve units, the Agency and all contractors

and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto. **The Agency shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of any building and is exempt from Davis-Bacon Act wage requirements.**

The Agency shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training,
including apprenticeship.

The Agency shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Agency and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Agency will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Agency agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

c) **The Agency agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Agency's compliance with The Rehabilitation Act.** Such notices shall state the Agency's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Agency, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Agency will not exceed \$25,000 as referenced in Exhibit B.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Agency or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 26, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Agency agrees to re-pay any HOME funds advanced under this agreement.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Agency mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), as amended.

SECTION 16. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (7.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (7.) as amended.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/Agency must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Agency shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 17. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Agency pursuant to this contract.

SECTION 18. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Agency shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Agency is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Agency's financial management systems shall provide for the following:
 - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the Agency shall not be required to establish an accrual accounting system. The Agency may develop such accrual data for reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
 - (3) Effective control over and accountability for all funds, property and other assets. The Agency shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
 - (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
 - (5) Written procedures to minimize the time elapsing between the transfer of funds to the Agency from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Agency. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31

CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Agency, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Agency lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States . "

SECTION 19. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 20. LEAD-BASED PAINT POISONING PREVENTION. The Agency will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Development Act of 1992. Compliance will include all activities required by these regulations. The Agency also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Agency will comply with the Lead-Based paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The Project will comply with section 92.355 of the HOME rule. The Agency will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Agency will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (P.L. 102-550), and the regulations found at 24 CFR part 35.

SECTION 21. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Agency. If the contract is terminated by the City as provided herein, the Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Agency covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Agency shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Agency during the contract period

which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Agency, Section 13 herein relative to termination shall apply.

SECTION 22. REFUND OF INCOME. All income earned by a project as a result of entitlement funds shall be accounted for and refunded to the City quarterly or used to offset project cost unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 23. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Agency agrees to transfer ownership of any real property purchased with HOME funds under this agreement, to the City. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 24. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 25. DISBURSEMENT OF HOME FUNDS. The Agency may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing Services Department, payments to the

Agency will be provided on a reimbursement basis. The amount of each request will be limited to the amount needed.

SECTION 26. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

**Mennonite Housing Rehabilitation Services, Inc.
(the Agency)**

Signature

Title of Officer

Date

CITY OF WICHITA, at the Direction of the City Council

By _____
Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
And Director of Law of the
City of Wichita

Date

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and the Agency, hereinafter referred to as the "City" and "Agency," respectively, that execution of this contract obligates the Agency to the following performance requirements.

HOME operating funds in the amount of \$25,000 shall be used for the operating expenses of the Agency. Eligible costs are outlined in 24 CFR Part 92, dated September 16, 1996 as amended, as specifically outlined at 24 CFR 92.208.

I. Administration

The Agency's Executive Director will supervise operations and administration on a day-to-day basis. The Agency's Board of Directors is ultimately responsible for program administration.

A. Funding

It is mutually agreed by and between the City and the Agency that the total HOME funds available to the Agency will be \$25,000, to provide operational support for HOME-related, single-family housing development activities in the City's Local Investment Areas. Specific use of the funding to be set forth in the sections entitled, Budget and Method of Payment. Funding provided under this contract incorporates the funding application issued in connection with the funding, and the Agency's response, unless superceded by this contract. Equipment purchased with funding provided under this contract must be returned to the City of Wichita for disposition.

B. Budget

The City shall pay the Agency as hereinafter set out; the maximum of \$25,000.00 for the program described in this contract. Said funding shall be used as follows:

Professional Services; Salaries Support	<u>\$25,000.00</u>
TOTAL	\$25,000.00

C. Method of Payment

The Agency agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME. The Agency agrees that all payments under this contract will be on a reimbursement basis. The Agency shall submit a request for reimbursement on a

monthly basis, by no later than the 30th of each month. Upon review of the reimbursement request by the Housing Services Department, the City will proceed to make payment directly to the Agency for all eligible and adequately documented expenses.

1. The City and Agency also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments between existing budget categories can be made administratively. However, changes greater than \$10,000 must be approved by the City Council.
2. The Agency will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditures made under this agreement will be retained in the Agency's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability. Documentation of eligible costs will include, but is not limited to: vendor invoices, purchase orders, receipts and payroll records. The City shall retain all such documentation for audit purposes.
3. A maximum of 1/12 of the budgeted amount for salaries will be paid out per month for salaries expenses.
4. The Agency may request a cash advance in the amount of no more than 1/12 of the total amount of the contract. Cash advances will be deducted from the total amount of funding provided under this contract.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. **The Agency will provide, for the year ending June 30 of each year, beginning June 30, 2011, and for each year this contract is in effect, an annual report of the HOME funded portion of the program.** The report will consist of a narrative or other description of activities undertaken during the year. Said report shall be due on **July 10** of each year during the contract term.
3. The **Agency** will maintain records documenting receipts of program income and expenditures of the same. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports, for a period of 5 years, following the expiration of this contract.

II. Other Program Requirements

- A. The Agency shall comply with the applicable provisions of OMB Circular A-110, Attachment F, Standards for Financial Management Systems, requiring independent

financial and programmatic audits not less frequently than every two years. In addition to the financial and programmatic audit, the audit shall indicate whether the organization has complied with laws and regulations that may have a material effect on its financial statements and on each Federal assistance program reviewed. Other federal requirements may apply, as outlined in Section 18 of this contract.

III. Program Evaluation

The City shall evaluate this project based on the objectives stated in Section I.B. of this Exhibit. Failure by the Agency to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Agency on a pro rata basis with level of service. The Agency records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

BUDGET

Professional Services; Salaries Support	<u>\$25,000.00</u>
TOTAL	\$25,000.00

GRANT AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING SERVICES DEPARTMENT**

A

PARTICIPATING JURISDICTION

And

**Power CDC, Inc.
(The Agency)**

A

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

**Operating Support Funding
2010-2011**

HOME Investment Partnerships
Program

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, KS 67203
Phone (316) 268-4688
Fax (316) 268-4219

No. _____

AGREEMENT

THIS CONTRACT, dated to be effective the 27th day of July, 2010, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Power CDC, Inc. (hereinafter referred to as the "Agency").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Agency is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.208; and

WHEREAS, the City deems the activities to be provided by the Agency as consistent with, and supportive of the HOME Investment Partnership Program, and the Agency requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Agency is essential for the successful implementation of an Affordable Housing Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Agency must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Agency are to begin July 27, 2010, and end no later than December 31, 2011 and shall be undertaken to accomplish the purposes of this contract.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Agency shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Agency shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Agency, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Agency shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Agency or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Agency or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Agency or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Agency of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or

activity" is defined as any function conducted by an identifiable administrative unit of the Agency receiving funds pursuant to this contract.

B. The Agency further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Agency will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Agency has fifteen or more employees, the Agency is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Agency's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

3. The Agency agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where

both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Agency agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Agency will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Agency that involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Agency sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Agency shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or Agency to assume the same obligations as the Agency for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or Agency shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation of residential property containing less than twelve units, the Agency and all contractors

and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto. **The Agency shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of any building and is exempt from Davis-Bacon Act wage requirements.**

The Agency shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training,
including apprenticeship.

The Agency shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Agency and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Agency will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Agency agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

c) **The Agency agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Agency's compliance with The Rehabilitation Act.** Such notices shall state the Agency's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Agency, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Agency will not exceed \$25,000 as referenced in Exhibit B.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Agency or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 26, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Agency agrees to re-pay any HOME funds advanced under this agreement.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Agency mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), as amended.

SECTION 16. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (7.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (7.) as amended.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/Agency must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Agency shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 17. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Agency pursuant to this contract.

SECTION 18. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Agency shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Agency is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Agency's financial management systems shall provide for the following:
 - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the Agency shall not be required to establish an accrual accounting system. The Agency may develop such accrual data for reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
 - (3) Effective control over and accountability for all funds, property and other assets. The Agency shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
 - (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
 - (5) Written procedures to minimize the time elapsing between the transfer of funds to the Agency from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Agency. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31

CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Agency, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Agency lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States . "

SECTION 19. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 20. LEAD-BASED PAINT POISONING PREVENTION. The Agency will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Development Act of 1992. Compliance will include all activities required by these regulations. The Agency also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Agency will comply with the Lead-Based paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The Project will comply with section 92.355 of the HOME rule. The Agency will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Agency will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (P.L. 102-550), and the regulations found at 24 CFR part 35.

SECTION 21. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Agency. If the contract is terminated by the City as provided herein, the Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Agency covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Agency shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Agency during the contract period

which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Agency, Section 13 herein relative to termination shall apply.

SECTION 22. REFUND OF INCOME. All income earned by a project as a result of entitlement funds shall be accounted for and refunded to the City quarterly or used to offset project cost unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 23. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Agency agrees to transfer ownership of any real property purchased with HOME funds under this agreement, to the City. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 24. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 25. DISBURSEMENT OF HOME FUNDS. The Agency may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing Services Department, payments to the

Agency will be provided on a reimbursement basis. The amount of each request will be limited to the amount needed.

SECTION 26. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

**Power CDC, Inc.
(the Agency)**

Signature

Title of Officer

Date

CITY OF WICHITA, at the Direction of the City Council

By _____
Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
And Director of Law of the
City of Wichita

Date

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and the Agency, hereinafter referred to as the "City" and "Agency," respectively, that execution of this contract obligates the Agency to the following performance requirements.

HOME operating funds in the amount of \$25,000 shall be used for the operating expenses of the Agency. Eligible costs are outlined in 24 CFR Part 92, dated September 16, 1996 as amended, as specifically outlined at 24 CFR 92.208.

I. Administration

The Agency's Executive Director will supervise operations and administration on a day-to-day basis. The Agency's Board of Directors is ultimately responsible for program administration.

A. Funding

It is mutually agreed by and between the City and the Agency that the total HOME funds available to the Agency will be \$25,000, to provide operational support for HOME-related, single-family housing development activities in the City's Local Investment Areas. Specific use of the funding to be set forth in the sections entitled, Budget and Method of Payment. Funding provided under this contract incorporates the funding application issued in connection with the funding, and the Agency's response, unless superceded by this contract. Equipment purchased with funding provided under this contract must be returned to the City of Wichita for disposition.

B. Budget

The City shall pay the Agency as hereinafter set out; the maximum of \$25,000.00 for the program described in this contract. Said funding shall be used as follows:

Professional Services; Salaries Support	<u>\$25,000.00</u>
TOTAL	\$25,000.00

C. Method of Payment

The Agency agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME. The Agency agrees that all payments under this contract will be on a reimbursement basis. The Agency shall submit a request for reimbursement on a

monthly basis, by no later than the 30th of each month. Upon review of the reimbursement request by the Housing Services Department, the City will proceed to make payment directly to the Agency for all eligible and adequately documented expenses.

1. The City and Agency also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments between existing budget categories can be made administratively. However, changes greater than \$10,000 must be approved by the City Council.
2. The Agency will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditures made under this agreement will be retained in the Agency's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability. Documentation of eligible costs will include, but is not limited to: vendor invoices, purchase orders, receipts and payroll records. The City shall retain all such documentation for audit purposes.
3. A maximum of 1/12 of the budgeted amount for salaries will be paid out per month for salaries expenses.
4. The Agency may request a cash advance in the amount of no more than 1/12 of the total amount of the contract. Cash advances will be deducted from the total amount of funding provided under this contract.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. **The Agency will provide, for the year ending June 30 of each year, beginning June 30, 2011, and for each year this contract is in effect, an annual report of the HOME funded portion of the program.** The report will consist of a narrative or other description of activities undertaken during the year. Said report shall be due on **July 10** of each year during the contract term.
3. The **Agency** will maintain records documenting receipts of program income and expenditures of the same. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports, for a period of 5 years, following the expiration of this contract.

II. Other Program Requirements

- A. The Agency shall comply with the applicable provisions of OMB Circular A-110, Attachment F, Standards for Financial Management Systems, requiring independent

financial and programmatic audits not less frequently than every two years. In addition to the financial and programmatic audit, the audit shall indicate whether the organization has complied with laws and regulations that may have a material effect on its financial statements and on each Federal assistance program reviewed. Other federal requirements may apply, as outlined in Section 18 of this contract.

III. Program Evaluation

The City shall evaluate this project based on the objectives stated in Section I.B. of this Exhibit. Failure by the Agency to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Agency on a pro rata basis with level of service. The Agency records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

BUDGET

Professional Services; Salaries Support	<u>\$25,000.00</u>
TOTAL	\$25,000.00

**City of Wichita
City Council Meeting
July 27, 2010**

TO: Mayor and City Council

SUBJECT: 2010 Self-Insurance Health Insurance Program-Plan Amendment ELIG26-8

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Amendment.

Background: Coventry Health Care of Kansas, Inc. has served as the City's self-insured health care third party administrator since 2007. On October 13, 2009, the City Council approved the Coventry Health Care, Inc. Third Party Administrative Services Plan effective January 1, 2010 to January 1, 2013. The City's health care plan itself is defined by a Summary Plan Description document containing information to allow Employees and Retirees an accurate and comprehensive description of their rights and obligations under the plan.

Analysis: Effective January 1, 2011, The Affordable Care Act will require the City's two employee healthcare plans to cover eligible adult children to age 26. Data presently indicates that as many as five-hundred employee households may elect to cover their adult children who meet Federal definitions and eligibility requirements. In anticipation of the January 1, 2011 coverage mandate, Coventry Health Care has recommended Plan Amendment Number 2010 ELIG26-8 to immediately modify the current eligibility requirements stated in the Summary Plan Description for specific members, and provide coverage for the remaining eligible children as identified by the Act on January 1, 2011. Immediate eligibility modification will allow dependent children enrolled in the Plan prior to January 1, 2011, and those dependent children who become ineligible due to the current age and education requirements, but will be eligible January 1, 2011, to continue in the Plan. Continuing coverage for those identified will lessen the administrative burden during open enrollment.

Financial Considerations: The cost to add dependent children to age 26 to the City's Self-Insurance Health Plan was actuarially estimated to increase premium working rates by 4%. Retaining dependent children enrolled in the Plan prior to January 1, 2011, will have no financial impact on the Plan.

Goal Impact: The employee health program is a part of the Internal Perspective goal.

The City's strategic health care plan combines employee Wellness programs, self-insured health and Rx plans, disease management and nurse coaches to minimize future health insurance premium increases for the employees and the City.

Legal Considerations: The Plan Amendment has been approved as to form by the Law Department. The Plan Amendment is effective May 1, 2010.

Recommendation/Action: It is recommended that the City Council approve Plan Amendment 2010 ELIG26-8 and authorize the appropriate signatures.

PLAN AMENDMENT

Employer: City of Wichita

Effective Date: January 1, 2011

Plan Name: City of Wichita Group Health
Benefit Plan

Amendment Number: 2010 ELIG26 - 8

In accordance with GENERAL PROVISION: Amendment or Termination, as specified in the Summary Plan Description, the Plan Document is hereby amended to read as follows:

As stated herein, the Eligibility, Enrollment, & Effective Dates is amended and replaced by the following provision:

Dependent Eligibility - To be eligible to be enrolled under this Agreement as a Dependent, an individual must:

Be the lawful Spouse of the Subscriber or be a child of the Subscriber or the Subscriber's Spouse including:

- Children to age twenty-six (26) who are not eligible under another group health plan, including
 1. birth children of the Subscriber or the Subscriber's Spouse;
 2. a child for whom You have court-appointed, legal guardianship;
 3. a child who is legally adopted by or placed for adoption; or
 4. a child pursuant to a Qualified Medical Child Support Order with the Subscriber or Subscriber's Spouse;

A (QMCSO) is a medical child support order issued by a court, which has jurisdiction, under state law requiring a non-custodial parent to provide medical coverage for his or her children that specifies the individuals involved, the type of coverage to be provided and the plan that provides the coverage. The QMCSO may not require the Plan to provide any type or form of benefit, or any benefit option, not otherwise provided under the Plan, except to the extent necessary to meet the requirements of Section 1908 of the Social Security Act.

- Coverage will be extended for children age twenty-six (26) who meet the Eligibility requirements, are mentally or physically incapable of earning a living and who are chiefly dependent upon the Subscriber or the Subscriber's Spouse for support and maintenance, provided that: the onset of such incapacity occurred before age twenty-six (26), proof of such incapacity is furnished to the Plan by the Subscriber upon enrollment of the Dependent child or at the onset of the Dependent child's incapacity prior to reaching the limiting age and annually thereafter;

At any time, the Plan may require proof that a dependent qualifies or continues to qualify as a dependent as defined by this Plan.

Eligible dependent children enrolled in the Plan prior to January 1, 2011, and who become ineligible due to the current age and education requirements, but will be eligible January 1, 2011, will be allowed to continue in the Plan.

Except as stated herein nothing other than the specified provisions in this document shall be deemed altered.

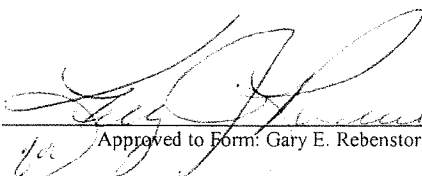
Accepted by:

Carl Brewer, Mayor, City of Wichita

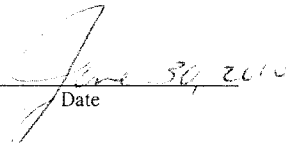
Date

ATTEST: Karen Sublett, City Clerk

Date



Approved to Form: Gary E. Rebenstorf, Director of Law



Date

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Second Reading Ordinances for July 27, 2010 (first read on July 20, 2010)

Woodlawn Right Turn Lane north of Kellogg (District II)

ORDINANCE NO. 48-777

An ordinance declaring Woodlawn, between Kellogg and Willow brook (472-84911) to be a main trafficway within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

ZON2010-00016 – City zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”); generally located northeast of the intersection of Pawnee Avenue and Seneca Street (2256 S. Seneca St.). (District IV)

ORDINANCE NO. 48-778

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.